

MASTER AGREEMENT

Between

CLARKSTON COMMUNITY SCHOOLS

And

**CLARKSTON COMMUNITY SCHOOLS
CENTRAL OFFICE SECRETARIAL AND CLERICAL PERSONNEL**

Clarkston Community Schools

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The Clarkston Community School District, party of the first part, and the Clarkston Community Schools Central Office Secretarial and Clerical Personnel, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of three years beginning July 1, 1992 and ending June 30, 1995.

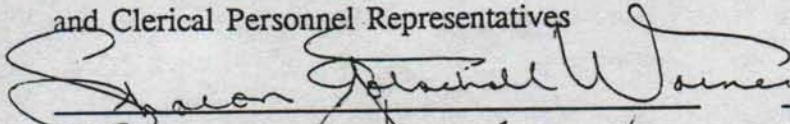
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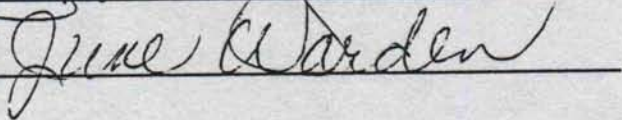
WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Central Office Secretarial and Clerical Personnel as representatives of Central Office Secretaries, Clerks and Receptionist with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

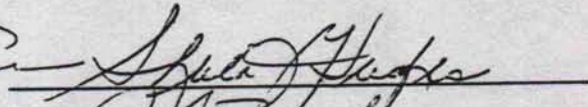
WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

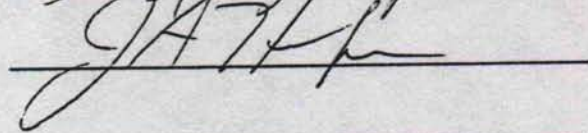
Clarkston Community Schools
Central Office Secretarial
and Clerical Personnel Representatives

Clarkston Community Schools
Board of Education Representatives









ARTICLE I

RECOGNITION

The Board hereby recognizes the Central Office Secretarial and Clerical Personnel as the exclusive and sole bargaining representative for the duration of this Agreement.

The unit will include the office services clerk, all administrative secretaries and the receptionist.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States, including; but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of employment, and the duties, responsibilities, and assignments of office personnel and other employees with respect thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment.

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

ARTICLE III

EMPLOYEE RIGHTS

Pursuant to Act 379 of Public Acts of 1965, the Board hereby agrees that every Central Office Secretary/Clerk/Receptionist covered by this Agreement shall have the right freely to organize, join and support the Central Office Secretarial/Clerical/Receptionist Personnel for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Central Office Secretary/Clerk/Receptionist covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any Central Office Secretary/Clerk/Receptionist covered by this Agreement with respect to hours, wages or terms or conditions of employment. The Central Office Secretarial/Clerical/Receptionist Personnel also agree not to discriminate against any member of the Central Office Secretarial/Clerical/Receptionist Personnel with respect to hours, wages or terms or conditions of employment.

ARTICLE IV

WORKING HOURS

- A. Central Office secretaries and receptionist are defined as 52-week personnel. Central Office clerk(s) are defined as ten month employees. Central Office clerk(s) may be assigned additional weeks when school is not in session if requested by the Superintendent or his designee.
- B. Central Office personnel, hired new to the district, or rehired after having resigned, who are members of the Central Office Personnel bargaining unit, as defined, shall serve a probationary period of sixty (60) actual working days in their job assignment. The sixty (60) working day probationary period shall be accumulated within not more than one (1) year. The sixty (60) working day period may be extended for any absences of the employee during that period, by the number of said absences.
- C. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave and who has satisfactorily completed her probationary period, retroactive to the date of hire. This would apply to salary scale increases.
- D. New hires and transfers must be approved by the Superintendent or the Assistant Superintendent-Personnel.
- E. The normal work day shall consist of eight (8) hours. The normal work week shall consist of forty (40) hours, excluding a lunch period, Monday through Friday (five days).
- F. All office personnel shall have a duty free lunch. The fifteen minute break in the morning and the afternoon will be excluded in lieu of the full hour lunch period.
- G. In the event the employee works more than (8) hours per day or more than forty (40) hours per week, with the approval of the Superintendent's designee, she shall be paid at the rate of one-and-one-half (1½) times her hourly rate of pay and/or compensable time at time and one-half. **In the event an employee of this bargaining unit is required to work on an inclement weather day or teacher break day, that employee will be compensated in salary equal to the time worked. Employees requested to work on a holiday will be compensated at time and one-half (1½).**
- H. The scheduling and assignment of work hours shall be prepared by the Superintendent or his designee.
- I. When schools are closed due to snow or ice, acts of God, or lack of power, Central Office personnel shall not be required to report for duty and shall not suffer loss of pay or accumulated paid leave days for the first two such days. When schools are closed beyond two days for such reasons, Central Office personnel may report for duty or may use a personal day, emergency day, or vacation day so as to avoid loss of pay or may take a loss of pay. If the law changes on the "180" school day requirement, language will revert back to 1985-86 agreement.

ARTICLE IV
WORKING HOURS (Cont'd)

- J. When school is not in session for students, the work day shall be reduced to seven (7) hours but administrative office personnel will be compensated for an eight (8) hour day. **In 1993-94 and 1994-95 one day (to be determined by the administration) will be a paid day in exchange for five (5) consecutive eight (8) hour work days at the beginning of the school year (August).**
- K. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent.

ARTICLE V

SENIORITY, LAYOFF & RECALL

- A. Seniority will be figured from the date of hire separately for clerks, secretaries and receptionist within the bargaining unit. (Seniority will be alphabetical by last name when two or more Central Office employees have the same date of hire.)
- B. If it becomes necessary to reduce the number of Central Office employees through general layoff, the probationary Central Office employees will be laid off first. All other Central Office employees will be laid off in order of seniority. (The Central Office employee having the least seniority will be laid off first.) Recall will be in reverse order of layoff.
- C. Should it become necessary to reduce the number of Central Office employees through general layoff, every effort will be made to give thirty (30) days notice in writing. In the event of recall, Central Office employees will be recalled on a seniority basis. A recall notice will be sent to the address currently recorded in the Central Office. Failure to respond within five (5) working days will be deemed a resignation.
- D. If a Central Office position becomes available, the school district is obligated to recall employees who are laid off for a period of eighteen (18) months from the date of notification of layoff.
- E. Sick days already accumulated at the time of layoff shall be reinstated when the Central Office employee is recalled.
- F. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit, as full-time employee (thirty (30) hours or more per week) shall count fully for salary schedule placement, longevity pay and vacation allowance if the employee returns to the bargaining unit.

ARTICLE VI

INSURANCE

- A. The Board of Education agrees to pay the premiums for the following insurance protection for all full-time Central Office Personnel upon request by properly completing all required forms.

The coverages listed below are all subject to the terms and conditions of the policy.

1. MESSA PAK - PLAN A (For Employees Needing Health Insurance)
 - a. Medical - SuperCare I Full Family
 - b. Group Term Life Insurance - \$25,000 AD&D that will be paid to employee's designated beneficiary.
 - c. Group Long Term Disability - (Same as teachers) The Board will provide long term disability income protection as follows: Sixty percent (60%) of salary to a maximum benefit of two thousand dollars (\$2,000) per month to age sixty-five (65) for both accident and sickness. The elimination period is ninety (90) calendar days. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective.
 - d. Dental - (Same as administrators) - 100-90-90 full family for all members of the bargaining unit who do not have any form of dental insurance.

50-50-50 internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage.
 - e. Vision Care - VSP-1 for all employees who request health insurance.
2. MESSA PAK - PLAN B (For Those Employees Not Needing Health Insurance)
 - a. Group Term Life Insurance - \$25,000 AD&D that will be paid to employee's designated beneficiary.
 - b. Group Long Term Disability - (Same as teachers) The Board will provide long term disability income protection as follows: Sixty percent (60%) of salary to a maximum benefit of two thousand dollars (\$2,000) per month to age sixty-five (65) for both accident and sickness. The elimination period is ninety (90) calendar days. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective.

ARTICLE VI
INSURANCE (Cont'd)

- c. Dental - (Same as administrators) - 100-90-90 full family for all members of the bargaining unit who do not have any form of dental insurance.

50-50-50 internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage.

- d. Vision Care - VSP-3

- e. Tax Sheltered Annuity Plan - One Thousand Dollars (\$1,000) per year applied to an approved tax-sheltered annuity plan; one-half to be paid the second pay in December and one-half to be paid the second pay in June.

B. New employees will not be eligible for benefits until the first of the month following the completion of their probationary period.

C. If a Central Office employee should terminate her employment with the district, the payment of insurance premiums to cover said employee shall also terminate.

ARTICLE VII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own office personnel.
2. A Central Office employee may apply for any position within the bargaining unit for which she is qualified. Such an application must be in writing, addressed to the Superintendent of Schools.
3. In filling a vacancy, due weight will be given to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. This does not preclude that applicants from outside the system are not eligible for employment. Each applicant shall be notified in writing of the decision of the Superintendent or the Assistant Superintendent-Personnel within five (5) days of the fulfillment of a vacancy. The decision of the Superintendent or the Assistant Superintendent-Personnel as to the filling of such vacancies shall, however, be final.
4. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, together with the qualifications required, the length of the work year, and the location of the vacancy. The posting shall be made in all Clarkston Community School buildings. The Central Office employee may use the grievance procedure to the Board level. The decision of the Board of Education shall be final.

B. Promotions - a transfer from within the bargaining unit to a higher paid position requiring more skills and responsibilities.

1. A Central Office employee may apply for any position within the system for which she is qualified. Such an application must be in writing, addressed to the Superintendent or the Assistant Superintendent-Personnel.
2. Each applicant shall be notified of the decision of the Superintendent or the Assistant Superintendent-Personnel within five (5) days of the fulfillment of the position. The decision of the Superintendent or the Assistant Superintendent-Personnel as to the granting of such promotions shall, however, be final.

C. Transfers

1. Requests by a Central Office employee for a transfer to a different building shall be made in writing to the Superintendent or the Assistant Superintendent-Personnel. The application shall set forth the reasons for transfer, the school or position sought and the applicant's qualifications.

ARTICLE VII
VACANCIES, PROMOTIONS AND TRANSFERS (Cont'd)

2. An involuntary transfer will be made only in case of emergency. The Superintendent or the Assistant Superintendent-Personnel shall notify the Central Office employee of the reasons for such transfer. If the Central Office employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.
- D. The Superintendent or the Assistant Superintendent-Personnel shall submit to each unsuccessful candidate his evaluation of her, at her request, and the reason for not accepting her for the position in question. The purpose of the evaluation is to inform her as to how she may strengthen her qualifications for a similar position in the future.

ARTICLE VIII

PAID LEAVES

- A. Sick days shall accumulate indefinitely at the rate of one (1) day for each month worked.
- B. Leaves of absence shall be granted to all employees for the following reasons and under the following conditions:
 - 1. Regular employee's personal illness, deductible from leave bank.
 - 2. Hospitalization - In the event of hospitalization of spouse, children, mother, father, sister, brother, grandparents, or legal dependents, the employee shall be allowed one (1) day for hospital visitation per admittance and, if needed, one (1) day to bring the patient home, which will be deducted from paid leave.
 - 3. Personal Business Days:
 - a. Two (2) days may be granted to each Central Office employee each year (non-accumulative) for the conduct of personal business. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank.
 - b. This shall be granted through prior approval of the Supervisor or Superintendent's designee two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
 - c. These days shall not be used for recreational purposes, extended vacation or for seeking other employment except with the approval of the Superintendent.
 - d. Personal business is defined as business which cannot be transacted at a time other than during working hours.
 - e. Personal business days are not to be considered as an expansion or extension of any article or section of this contract.
 - f. These days may be used for immediate family illness.
 - 4. Death
 - a. A maximum of three (3) days for death in the immediate family. Immediate family is considered to be spouse, father, mother, brother, sister, children, mother-in-law, father-in-law, grandchildren, grandparents, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any dependent living in the household, not deducted from leave bank. An additional two (2) days, if needed, may be granted, upon request, and deducted from leave bank.

ARTICLE VIII
PAID LEAVES (Cont'd)

- b. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed and deducted from leave bank.
- c. When the funeral is two hundred fifty (250) miles or more from Clarkston, an extra day of traveling time will be allowed, upon request, and deducted from paid leave.

5. Jury Duty

- a. When a Central Office employee is called for jury service, the employee shall receive the difference between her regular pay and the pay received for jury duty.

6. Judicial or Administrative Proceedings

- a. Subpoena fees received by an employee are to be returned to the district.

7. Emergency Day

- a. One (1) emergency day (non-accumulative) will be allowed, if approved by the Supervisor. If used, this day shall not be deducted from paid leave. Examples of an emergency day:

- (1) Unexpected injury to immediate family member (not personal illness).
- (2) Home problem requiring immediate attention.
- (3) Property damage accident enroute to work.
- (4) Inclement weather days.

- C. Paid leave is limited to the number of days in the leave bank at the time of the leave, plus all days approved non-deductible from the leave bank.

ARTICLE IX

UNPAID LEAVES

A. Unpaid Leaves (Long Term)

1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
 - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 - b. Must be for legitimate reasons.
 - c. May be recommended by the Superintendent's designee and must have approval of the Superintendent.
 - d. The decision of the Superintendent shall be final.
 - e. Upon return from leave, the individual will be placed in the first available opening for which they are qualified. No employee will be terminated to make room for an employee returning from an unpaid leave of absence.
 - f. If on an approved unpaid leave, health insurance benefits will be paid until such time as the employee qualifies for long term disability.
 - g. Seniority and salary step will be frozen at the time of the leave.
 - h. Failure to give thirty (30) calendar days notice of desire to return to work will be deemed a resignation.
 - i. A doctor's statement will be required for a leave due to illness.

B. Unpaid Leaves (Short Term)

1. When approved by the Superintendent, unpaid leave days may be granted under the following conditions:
 - a. Request must be made in writing thirty (30) calendar days before the leave is to begin. In cases of emergency, time limits will not apply.
 - b. May be recommended by the Superintendent's designee and must have the approval of the Superintendent.
 - c. The decision of the Superintendent shall be final.

ARTICLE X

VACATIONS AND HOLIDAYS

- A. Central Office secretaries/receptionist shall receive the following vacation with pay. If the Central Office secretary/receptionist has been employed for less than one (1) full year, the following schedule will apply.
1. Ten (10) days if employed prior to September 1.
 2. Eight (8) days if employed prior to January 1.
 3. Five (5) days if employed prior to March 1.
 4. Two (2) days if employed prior to May 1.
 5. No vacation time will be allowed if employed after May 1.
- B. On July 1 of each year the secretary/receptionist will be advised of the total number of allowed days to be used for the coming year, based on the date of hire.
- C. Vacation dates chosen by the Central Office secretary/receptionist, will be approved by the Superintendent's designee, and will be scheduled as close to the requested date as the work schedule will permit. Preference dates shall be decided by seniority until May 15. After that date, seniority will not apply.
- D. After five (5) calendar years of continuous employment from the date of hire, the Central Office secretary/receptionist shall receive fifteen (15) days of paid annual vacation time.
- E. After eight (8) years of continuous employment from the date of hire, the Central Office secretary/receptionist shall receive one (1) additional vacation day per year until the Central Office secretary/receptionist reaches twenty (20) days of paid annual vacation time.
- F. Central Office secretaries/receptionist shall be given an additional paid vacation day when a holiday occurs during her vacation period.
- G. The following shall be considered holidays without loss of pay if they occur during an employee's normal work year:

Legal Holidays

July 4th
Labor Day
Christmas Day
New Years Day
Memorial Day

Other Paid Days Off

Thanksgiving Day
Day after Thanksgiving Day
December 24
December 31
Good Friday

ARTICLE X
VACATIONS AND HOLIDAYS (Cont'd)

- H. If a legal holiday falls on Sunday, the following Monday will be a holiday with pay. If a holiday falls on a Saturday, the previous Friday will be considered a paid holiday, providing school is not in session. Absences the day before or the day after a holiday must be approved.
- I. Central Office Secretaries/Receptionist will not be required to work and will not suffer loss of pay for the scheduled work days between December 25 and December 31.
- J. Central Office Secretaries and Receptionist will be allowed five (5) days with pay at Easter. Should the office be open for the five (5) days involved in Spring Recess (Easter week), the work schedule will be shared by all Administrative Secretaries/Receptionist unless there is a volunteer for such assignment.
- K. In the event teacher break days are negotiated, employees of this bargaining unit shall receive a maximum of three (3) of these days without loss of pay; if these days are not so negotiated, employees of this bargaining unit will not receive them. **Employees wishing to take additional days off (if scheduled as unpaid) at Christmas or Mid-Winter Break must use vacation days.**

ARTICLE XI
SALARY SCHEDULE

A.	<u>Office Services Clerk</u> (Weekly)	1	2	3	4	5
	1992-93	320.00	336.00	367.00		
	1993-94	334.00	352.00	383.00		
	1994-95	349.00	367.00	401.00		
	<u>Receptionist</u> (Weekly)					
	1992-93	369.00	389.00	413.00	435.00	
	1993-94	385.00	406.00	431.00	454.00	
	1994-95	403.00	425.00	451.00	475.00	
	<u>Secretaries</u> (Weekly)					
	1992-93	396.00	423.00	450.00	485.00	521.00
	1993-94	414.00	442.00	471.00	507.00	545.00
	1995-96	433.00	462.00	492.00	530.00	569.00

An employee must serve a minimum of one (1) full year before being considered for advancement to the next step of the salary schedule. The employee's step increment will be given on the next October 1 or March 1 after serving a one-year period. This procedure will also be used for payment of longevity steps in B., below.

- B. Longevity Pay: Central Office employees with continuous service with the Clarkston Community schools from the date of hire shall receive longevity pay according to the following schedule. Any previous experience outside Clarkston Community Schools does not apply:

	<u>Longevity Increase Per Week</u>	
	<u>1992-93</u>	<u>1993-94 & 1994-95</u>
Starting with the sixth (6th) year of continuous employment	\$15.00	\$ 20.00
Starting with the tenth (10th) year of continuous employment	\$15.00	\$ 20.00
Starting with the fifteenth (15th) year of continuous employment	\$ 7.00	\$ 13.00

- C. Severance Pay: Upon resignation, Central Office employees shall be compensated for one-half of their unused paid leave days at the rate of twenty-five dollars (\$25) per day. Upon retirement, Central Office employees shall be compensated for all their unused paid leave days at the rate of thirty dollars (\$30) per day. Should the Central Office employee become deceased while still an employee of Clarkston Community Schools, the beneficiary named on the employee's term life insurance will receive the severance pay.
- D. Pay Differential: Central Office Secretaries will receive at least twenty dollars (\$20) per week in pay differential over and above the building secretaries salary schedule.

ARTICLE XI
SALARY SCHEDULE (Cont'd)

- E. **Employee Education:** Employees required to attend classes and/or training sessions during other than regular working hours will be granted compensatory released time for all hours spent in such classes or training sessions.

Upon the written authorization and pre-approval of the Superintendent or his/her designee, employees may be permitted to attend conferences, workshops, or courses related to their job duties and responsibilities at the expense of the school district.

- F. **Central Office secretaries/clerks** required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees.

B. Definition

1. A "grievance" is a claim based upon the belief that there has been a violation, misinterpretation or misapplication of any provision of the contract.

C. Procedure

1. Level One - An individual with a grievance shall first discuss it with their immediate supervisor within five (5) working days from the time of the incident.
2. Level Two - In the event that the aggrieved is not satisfied at Level One, the Central Office Secretarial/Receptionist/Clerk Personnel, at their discretion, may intervene on behalf of the aggrieved and submit said grievance, in writing, to the Office of the Superintendent. The Superintendent or Labor Relations Director shall schedule a meeting with the aggrieved, Association Representative and such other personnel as is deemed necessary to properly hear and resolve the grievance.
3. Level Three - If the Central Office Secretarial/Receptionist/Clerk Personnel are not satisfied at Level Two, they shall file a request with the Superintendent to be placed on the Board of Education agenda to present the grievance directly to the Board. The Board shall issue a written decision within ten (10) working days after presentation. The decision of the Board shall be final and binding upon all parties and cannot be appealed further.

*Extension expiring
6/30/96*

(EXTENSION AGREEMENT)

WAGES & BENEFITS

CLARKSTON COMMUNITY SCHOOLS

CENTRAL OFFICE SECRETARIAL AND CLERICAL PERSONNEL

Clarkston Community Schools

July 1, 1995 - June 30, 1996

10/10/10

10/10/10

EXTENSION AGREEMENT

The Clarkston Community Schools Board of Education (Board) and the Clarkston Community Schools Central Office Secretarial and Clerical Personnel Association hereby agree to extend the 1992-95 Master Agreement between the parties for one (1) year commencing July 1, 1995 and expiring June 30, 1996 under the following conditions:

1. Salary and benefits will be frozen at the 1994-95 base level. Increments and longevity steps will be granted (if applicable).
2. MESSA benefits would be provided for the 1994-95 school year as negotiated. Health benefits for the 1995-96 school year would be at the same or comparable level as during the 1994-95 school year.
3. All other conditions of employment and working conditions listed in the 1992-95 Master Agreement will remain in effect during the extension period.

**BOARD OF EDUCATION
THE CLARKSTON COMMUNITY SCHOOLS**

Date: _____

By: _____
President

Secretary

**CLARKSTON COMMUNITY SCHOOLS
CENTRAL OFFICE SECRETARIAL AND CLERICAL PERSONNEL**

Date: _____

By: _____
