

# **MASTER AGREEMENT**

**Between**

**MICHIGAN CENTER SCHOOL  
DISTRICT**

**And**

**MICHIGAN CENTER EDUCATION  
SUPPORT PERSONNEL  
ASSOCIATION**

**2023-2026**

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## AGREEMENT

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This Agreement is made by and between the Michigan Center Public Schools (hereinafter called the "Employer") and the Jackson County Education Association, MEA/NEA (hereinafter called the "Association").

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### ARTICLE 1 - RECOGNITION

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- A. **Scope.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, otherwise known as PERA (Public Employment Relations Act) the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all regular full-time and part-time food service employees and aides but excluding supervisors.
- B. **Definitions.** The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit. The term "days", unless otherwise indicated, shall mean working days.

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### ARTICLE 2 - MANAGEMENT RIGHTS

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Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Association hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; selecting and directing the work force, including the right to hire, determining the number of hours to be worked, including overtime, the right to lay off employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement.

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### ARTICLE 3 - ASSOCIATION & EMPLOYEE RIGHTS

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- A. **Rights.**
1. The private and personal life of an employee is not within the appropriate concern of the Employer unless it adversely affects students or the employee's performance of their duties.
  2. To the extent prohibited by law, the Employer and the Association agree that, for the duration of this Agreement, neither shall unlawfully discriminate against any employee or applicant for employment because of their religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or political belief, nor shall the Employer, nor the Association, its agents or members, to the extent prohibited by law, discriminate against any employee or applicant for employment because of their membership or non-membership in the Association.
- B. **Discipline.** No non-probationary employee who has completed the probationary period shall be disciplined or discharged without just cause. The term "discipline" includes verbal and written warnings; verbal and written reprimands; suspensions with or without pay; and discharges. Discipline shall be administered

progressively. However, the Employer may bypass progressive discipline steps if the Employer shows that the offense warrants it. A probationary employee may be disciplined or discharged at the sole discretion of the Employer and shall not have recourse to the grievance procedure. An adverse evaluation of an employee's performance shall not be considered disciplinary action and shall not be subject to the grievance procedure. Verbal and written discipline will be on the forms provided in Appendix I. Any discipline shall be done in person, scheduled within five (5) working days of the incident.

- C. **Representation.** Any employee who is being disciplined shall be entitled to have an Association representative present if the employee so requests.
- D. **Personnel File.** To the extent permitted by law, an employee shall have the right to review the contents of their personnel file during the regular district business hours and to have a representative of the MCESP/JCEA accompany them in such review. The employee shall notify the Business & Human Resource manager at least twenty-four (24) hours in advance of such requested review.

No material originating in the school district after original employment will be placed in the employee's personnel file unless the employee has been furnished a copy of such material. The employee may submit a written notation regarding the material, and it shall be attached to the file copy of the material in question. Where the employee's signature is required, the signature of the employee on any materials placed in the employee's file, not originating from the employee, shall not signify agreement but only the fact that the employee is aware of such material. If the employee believes the material placed in their file is false or in error, such material will be removed or corrected upon evidence of its invalidity or error.

Any disciplinary letters originated by the school district and contained in the employee's personnel file which are more than four (4) years old, shall upon request of said employee, be removed prior to the release of information to a third party. Records will remain in the personnel file with no time limitation to the extent required by law.

- E. **Assault.**
  - 1. Any case of assault upon a member by an employee shall be promptly reported to the Employer or its designated representative. The Employer shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
  - 2. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Employer will offer the services of its attorney to provide initial legal advice to the employee. Such advice shall not include representation or defense in any civil or criminal proceeding brought by or against the employee.
- F. Subject to the approval of the Superintendent, district office equipment may be used by the Association. Any cost or damages attributable to such usage will be reimbursed by the Association.

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## **ARTICLE 4 - EMPLOYEE RIGHTS**

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- A. Right to Organize: Non-Discrimination. Pursuant and subject to the Public Employment Relations Act, and subject to any limitations contained in this Agreement, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or not undertake such activity. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by the Public Employee Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States, provided the employee has not waived any such right under the terms of this Agreement; that to the extent prohibited by law it will not

discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or nonparticipation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Association Members. The Board specifically recognizes the right of the Association to appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.
  - C. Information. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive collective bargaining proposals.
- The District will also furnish the Association with names, addresses and work sites of new employees within ten (10) days of their hire. The District will also notify the Association President and UniServ Director when employees go on leave, lay off, hours change, quit, retire or are terminated.
- D. Payroll Deduction. Upon written authorization from the employee, the District will deduct from the payroll of that employee and make appropriate remittance for annuities and direct deposit, or any other plans or programs approved by the Board.

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## **ARTICLE 5 - GRIEVANCE PROCEDURE**

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- A. **Definitions.**
  - 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.
  - 2. Days shall mean working days unless otherwise indicated.
  - 3. A grievant may be an individual employee or a group of employees in the bargaining unit or the Association. An Association grievance shall be filed at Step 3 with the Superintendent within ten (10) days after the Association has knowledge of the grievance or within ten (10) days after the Association reasonably should have knowledge of the grievance.
- B. **Procedure.** All grievances shall be presented for adjustment and handled in accordance with the following procedure:
  - Step 1. Any employee who believes they have a grievance, must submit the grievance orally to their immediate supervisor within five (5) days after the employee has knowledge of the grievance, or within five days (5) after the employee reasonably should have had knowledge of the grievance. A representative of the Association may be present at such a meeting. The supervisor shall render their verbal decision within twenty-four (24) hours after the grievance is submitted.
  - Step 2. If the grievance is not settled in *Step 1*, it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated and the relief sought, be signed by the grieving employee and an Association representative, and be submitted to the immediate supervisor or their designee and the building principal, if not the immediate supervisor, within ten (10) days after the employee has knowledge of the grievance, or within ten (10) days after the employee reasonably should have had knowledge

of the grievance. The supervisor shall make a written reply within five (5) days after receipt of the written grievance.

- Step 3. If the grievance is not settled in *Step 2*, the Association may submit a written request for a meeting with the Superintendent or their designee, which request shall be made within five (5) days after the Association's receipt of the *Step 2* decision. The grievance report form (Appendix B) shall serve as such written request and shall be submitted by the Association to the Superintendent. The Superintendent or their designee and the Association representative, together with such additional representatives as either party may desire, shall meet, and discuss the grievance within five (5) days after the grievance is presented at this step. The Superintendent or their designee shall give a written answer to the Association within five (5) days after the date of such meeting.
- Step 4. If the grievance is denied by the Superintendent or their designee and no agreement is reached, the grievance shall be submitted to the Secretary of the Board by the Association within ten (10) days after the disposition by the Superintendent or their representative.

The Board, no later than at its next regular meeting or ten (10) days, whichever shall be later, may hold a meeting on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter.

- Step 5. If the grievance is not settled in *Step 4*, the Association may within twenty (20) days after the Employer's *Step 4* decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitrator's Rules. The arbitrator shall have no power or authority:
- a. to alter, add to, subtract from, or disregard the expressed terms of this Agreement.
  - b. to substitute their judgment for that of the Employer or Association as to the reasonableness of the provisions of this Agreement.
  - c. to rule on an issue excluded from the grievance procedure or arbitration by the terms hereof.
  - d. to award damages other than back pay; or
  - e. to interpret law or issue a ruling on a subject where there is a procedure under law for such relief.

The arbitrator's decision shall be final and binding upon the Association, its members, the employee, or employees involved, and the Employer. The expense and fees of the arbitrator shall be paid by the losing party.

- C. **Time Periods.** The time periods of the grievance procedure shall exclude weekends and holidays and may be extended only by mutual agreement between the Employer and the Association. During the summer break, days shall be treated as normal workdays unless a holiday or weekend. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled based on the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

## ARTICLE 6 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of school programs and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, directly, or indirectly, engage or assist in any strike including a sympathy strike, as said term is defined by the Public Employment Relations Act. The Employer agrees that during the life of this Agreement there will be no lockouts.
- B. Both parties also agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

## ARTICLE 7 - WORKING CONDITIONS

- A. **Supervision.** Employees shall always be kept informed of the following:
1. Their immediate supervisor.
  2. The person whom they should notify in case of illness, accident, etc.; and
  3. The person in charge of the employee's work area or building when the employee's immediate supervisor is physically absent from such work area or building.
- B. **Facilities.** The Employer shall provide adequate rest areas, lounges, and restrooms for employee use. Existing facilities on the ratification date of this Agreement shall be considered adequate.
- C. **Safety.** Employees shall not be required to work under conditions which pose an imminent threat to their health, safety, or well-being. The Employer will provide for such employee protective devices and equipment as required by applicable laws and regulations including OSHA and MIOSHA.
- In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor shall be notified in writing of same. The supervisor shall investigate such condition and within five (5) days notify the employee of their finding and what action will be taken, if any.
- D. **Work Performed by Non- Unit Members.** Supervisors shall be permitted to perform bargaining unit work in the following instances:
1. In an emergency or when unit employees are not available.
  2. To instruct or train employees on a new job.
  3. To do experimental work.
  4. To fill personnel shortages when scheduled employees fail to call in at least two (2) hours before the regular start of work and fail to report to work. Food Service employees must call in two and a half (2 ½) hours before the start of work. See Article 13 E(b) for further detail.
- E. **Higher Classification of Work.** Any employee in the bargaining unit who is directed to work in a higher classification will be paid at the rate of the higher classification.
- F. **Certification.** Food Service employees are required to pass the Serve Safe Class and Test and maintain the certification to continue employment within the Food Service Department. The Michigan Center School District Food Service Director will enroll each employee in the class and register them for the test. The

Food Service Department will cover the upfront costs of the class and the test. Each employee will write a check to the Michigan Center School District for the amount of the test (determined by the invoice received). Upon successful completion of the class and test, the employee will turn in a copy of their Serve Safe certificate to the Food Service Director. The certificate MUST be turned in prior to the employee's first day of work or after the employee's certification expires, and prior to any further workdays being scheduled. At that time the employee's check will not be cashed and will be returned. If the employee is not able to turn in the certificate, the check is retained. At that time the employee has the option to register themselves, and pay for, a second test. Upon successful completion of the test, the employee will turn in the certificate to the Food Service Director. At that time, the employee's check will not be cashed, and it will be returned. If the employee chooses not to register for a second attempt of the test, the employee's check will be cashed by the District and their employment will be terminated.

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## ARTICLE 8 - JOB DESCRIPTIONS

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- A. As job descriptions are developed or changed, copies will be provided to the Association for input prior to being distributed to employees. The current job descriptions are attached as Appendix C.
- B. Each job description shall include as a minimum
  - 1. Title of Classification
  - 2. Qualifications
  - 3. Primary duties and responsibilities.
- C. In the event any positions are being restructured, the changes will be discussed with the affected employee(s) and Association representative for the department prior to implementation.

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## ARTICLE 9 - SENIORITY

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- A. **Definitions.** "*Department seniority*" shall be defined as an employee's length of continuous employment with the Employer since their last appointment date. "*Last appointment date*" shall mean the date upon which the employee first reported for work in their department provided they have not quit, retired, or been discharged or permanently transferred to another department. "*Department*" shall mean either (a) food service department or (b) general aide department. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations, but employees shall not accrue unit or department seniority during unpaid leaves of absence after twelve (12) weeks or during layoff.

An employee shall hold departmental seniority for each department in which the employee is currently working. Employees who change departments shall hold inactive seniority in their previously assigned department for a period of three (3) years after the change. Inactive seniority shall only be used for the purpose of layoff and recall.

- B. **Probationary Period.** All new employees shall be probationary employees until they have completed ninety (90) calendar days of service, exclusive of any unpaid leaves, paid time off or layoffs. Should a probationary employee be laid off, their probationary period will resume from the point of layoff and continue until the ninety (90) calendar day probationary period has been completed. During the probationary period, the employee shall be represented by the Association for all purposes, except the employee shall have no seniority status, may be terminated in the sole discretion of the Employer and the termination of such employee shall not be subject to the grievance procedure. Any probationary employee who has been terminated will be entitled, upon request, to a meeting with the Superintendent and an Association

representative to discuss the reasons for the termination. Upon the successful conclusion of the employee's probationary period, the employee's name shall be added to the seniority list as of their last hiring date.

- C. **Seniority List.** The Employer will maintain an up-to-date seniority list showing the seniority of each employee. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. Seniority will be based upon the number of days earned/credited; not including approved leave of absences per Article 14 (B). If two or more employees have the same last hiring date, the tie will be broken by using the last three digits of the employee's social security numbers, with the highest number being placed first. A copy of the seniority list and subsequent revision shall be furnished to the Association. The seniority list will state the following: name, date of hire, group, date hired in the group, days of seniority earned in the group.
- D. **Termination of Seniority.** An employee's seniority and employment shall terminate:
1. If the employee quits, retires, or is discharged.
  2. If following a layoff, the employee fails or refuses to return to work on the date specified in the recall notice unless they present an excuse acceptable to the Employer.
  3. If the employee is laid off for a period equal to their accumulated seniority at the time of layoff or two (2) years whichever is shorter.
  4. If the employee is absent from work for two (2) consecutive working days without notifying the Employer, unless the employee presents an excuse acceptable to the Employer, for not notifying the Employer, no later than the business day immediately after the two (2) consecutive days of absence.
- E. **Transfers outside the Bargaining Unit.** When a bargaining unit employee is promoted or transferred by the Employer to a job with the Employer outside the bargaining unit, the employee shall cease to accrue seniority and shall lose all accrued seniority if the employee is not returned to the bargaining unit within six (6) months.
- F. **Return from Outside the District.** If a bargaining unit member who had previously worked for the District returns to the bargaining unit, that employee shall have lost all accrued seniority but may be started on the same classification step which the employee held prior to their resignation.

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## ARTICLE 10 - VACANCIES AND TRANSFERS

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- A. **Definition of Vacancy.** A vacancy shall be defined as a newly created position or a present position that is not filled and which the employer intends to fill. An eliminated position shall not be considered a vacancy. If the hours of a position are permanently increased by thirty (30) minutes or more, the position will be considered a new position and a vacancy subject to posting.
- B. **Posting.** All vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) workdays. Each position shall contain the following information:
1. Type of work.
  2. Rate of pay.
  3. Classification.

4. Minimum requirements or special qualifications, if any.

5. Initial building assignment.

Copies of postings will be sent via District email. Interested employees may apply on-line to the Superintendent or their designee within the five (5) day posting period. A vacant position may be filled on a temporary basis for a maximum of twenty (20) working days. If the vacancy is due to an ISD placement, the position may be filled on a temporary basis for thirty (30) working days. After that time, the position will be reviewed on a case-by-case basis to determine if the position shall be posted. A posted position may be filled on a temporary basis until it is filled.

- C. **Filling Vacancies.** In filling vacancies, the most senior qualified employee, with seniority not being a primary qualification, that applies within the department (the two [2] departments are defined as food service and general education) in which the vacancy exists, will be given the position.

Where there is no qualified applicant from within the department in which the vacancy exists, the district agrees to give due weight to qualifications of all applicants and other relevant factors.

A less senior employee from another department will not be given the position unless it can be demonstrated that the senior candidate(s) is not qualified or that the junior candidate(s) is demonstrably superior to the higher senior candidate(s). Demonstrably superior shall be assessed upon quantitative assessment of the criteria listed on the job posting.

The decision of the Board as to filling vacancies shall be final.

- D. **Notification.** The Employer shall make known its decision as to which applicant has been selected to fill a posted position. Such notification shall be made communicated within ten (10) working days to each applicant.
- E. **Trial Period.** In the event of a transfer or move to a new department, the trial period shall be up to fifteen (15) working days. The trial period is not a training period but is for the purpose of giving the employee an opportunity to show their ability to perform the new job. Adequate verbal instruction for nuances of that position will be afforded to the affected employee. During the trial period the Employer shall have the right to return the employee to their former position if the employee does not have the ability to perform the job and the employee shall have the right to return to their former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.
- F. **Temporary Transfers.** The Employer shall have the right to transfer employees from one job classification or assignment to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies subject to the employee's seniority and acceptance. When the absence exceeds five (5) working days, the immediate supervisor will offer the temporary vacancy to qualified employees on a seniority basis.

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## ARTICLE 11 - LAYOFF AND RECALL

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- A. **Definition.** For purposes of this provision, a layoff shall be defined as a reduction in the work force as determined by the Employer.
- B. **Notice of Layoff.** No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least thirty (30) calendar days prior to the effective date of the layoff. An employee may be temporarily laid off for up to thirty (30) calendar days with at least twenty-four (24) hours written notice.

- C: **Layoff Procedure.** In the event of a layoff, the Employer shall first lay off probationary employees in the affected department. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position. In the event further layoffs beyond probationary employees are necessary, employees with seniority in the affected department shall be laid off in the inverse order of their departmental seniority. Any laid off employee with seniority shall have the right to exercise their seniority to bump the less senior employee in any other equal or lower classification within the employee's department having less departmental seniority, provided the senior employee is qualified and has the ability to perform the work as determined by the Employer. An employee must exercise their right to bump by written notice to the Superintendent or their designee within three (3) workdays after receipt of a layoff notice.

Laid-off employees who hold seniority in a department other than the department, from which they are laid-off, may at the option of the employee, displace the least senior employee in that other department provided that the laid off employee has more department seniority than the employee being displaced and is qualified and has the ability to perform the work.

- D. **Reduction in Work Hours.** The Employer will make every effort to not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall make every effort to reduce whole positions and not reduce hours among several positions. In the event of a permanent reduction in the work hours (thirty minutes per day or more in a fiscal year – July 1 to June 30) within a classification, an employee may claim seniority over another employee in the department for the purpose of working the hours of the least senior employee, provided the employee has greater departmental seniority than the other employee.

In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least five (5) workdays written notice to the affected employee. An employee must exercise their seniority rights under this section by written notice to the Superintendent or their designee within three (3) workdays after receipt of a reduction in hours' notice.

- E. **Substitute Priority.** A laid off employee shall upon application, and at their option, be granted priority status on the substitute list according to the employee's departmental seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who refuses substitute work two or more times without an acceptable excuse may be removed from the substitute list. Due to job acclamation in the food service, the Employer may, however, use established substitutes for immediate short-term work needs of non-extended duration.

- F. **Recall.** When the work force is increased after a layoff, employees will be recalled by classification based on department seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. An employee who is required to accept recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in their former classification.

- G. **Notice of Recall.** Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to their current mailing address. An employee on permanent layoff shall be given at least five (5) workdays from receipt of notice to report to work, and an employee on temporary layoff shall be given at least twenty-four (24) hours from receipt of notice, written or verbal, 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 with the five (5) day or twenty-four (24) hour period.

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## ARTICLE 12 - EVALUATION

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A. **Procedures.**

1. Each employee shall be evaluated by their immediate supervisor and/or building administrator by June 1 of each year. The absence of an annual evaluation indicates a proficient performance of the employees.

An employee shall not be evaluated based on work performed outside the employee's classification. Evaluations shall be based solely on observations of the employee's work.

2. All evaluations shall be reduced to writing and shall be kept in the employee's personnel file. A copy will be given to the employee within ten (10) working days. If a supervisor believes an employee is doing unacceptable work, the evaluation shall set forth (1) the specific deficiencies; (2) specific ways for the employee to improve and correct the deficiencies; and (3) any assistance available from the Employer.
3. An Employee may submit a written response which shall be attached to the file copy of the evaluation in question.

B. **Grievances.** The content of evaluations shall not be subject to the grievance procedure.

C. **Forms.** As evaluation forms are developed or changed, copies will be provided to the Association for input prior to being distributed to employees. The current evaluation forms are attached as Appendix D and E.

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## ARTICLE 13 - LEAVES OF ABSENCE WITH PAY

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A. **Statement of Intent.** The bargaining unit member upon contract with the Board of Education shall sign an affidavit stating the sick leave plan he/she has chosen. A bargaining unit member will indicate their choice of the sick leave plan at the beginning of each contractual year.

B. **Change of Plans.** A bargaining unit member may change from one plan to the other only at the beginning of each contractual year. If a bargaining unit member changes from Plan A to Plan B any unused accumulated sick leave days shall not be forfeited.

C. **Sick Leave Plan A: Sick Day Plan.** At the beginning of each work year, each employee shall be credited with ten (10) days of sick leave subject to adjustment if the employee is not employed the entire year. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.

1. An employee must use all or any portion of their earned sick leave for the reasons below. The minimum sick leave that may be used is one-quarter (1/4) of the employee's assigned daily hours.
  - a. Personal illness, personal injury or physical disability including maternity related disability.
  - b. A maximum of five (5) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined as follows: spouse, child (biological, adopted, foster, step or legal ward), parents, stepparents, grandparents, grandchildren, or a member of the employee's immediate household. An employee shall also be allowed to use a maximum for five (5) days sick leave per year for serious illness of a sibling or in-laws with supervisor or superintendent prior approval.

- c. **Personal Business.** In addition to personal illness or injury, sick leave may be utilized for the following: funerals, personal business (three [3] days per year), dental and doctor appointments and any other reason approved in advance by the Superintendent.

Personal business days may be used for purposes of conducting personal business, which is impossible to transact on weekends, after work hours or during vacation periods. Requests for such days must be made at least twenty-four (24) hours in advance. Personal business days may not be used on mandatory professional development days or to extend vacation or holiday periods.

**D. Sick Leave Plan B: Any Cause Plan**

- 1. All full-time bargaining unit members absent from duty for any cause while in the employ of the Board shall be allowed full pay for a total of five days for any given year. Bargaining Unit members must submit a request within thirty (30) days prior when possible to the use of any of the five (5) Any Cause Days. Members shall be allowed, to use any previously accumulated sick leave days that were held in their sick bank at the end of the prior school year. These sick leave days may be used either before or after the election/use of their five any cause days. The five days are not cumulative.
- 2. Permanent part-time bargaining unit members shall receive pro rata pay.
- 3. At the end of any given year the bargaining unit member shall receive fifty percent (50%) of their hourly rate for all unused days.

**E. Absence Notification**

- a. **Paraprofessional:** An employee shall notify their supervisor at least two (2) hours before the regular start of work, or as soon thereafter as the employee's circumstances will permit if the employee is going to be absent for reasons chargeable to sick leave. Such notice must be given to receive paid sick leave.
- b. **Food Service:** An employee is to use the notification procedure outlined below at least 2 ½ hours before the regular start of work or as soon thereafter as the employee's circumstances will permit, if the employee is going to be absent for reasons chargeable to sick leave. Such notice must be given to receive paid sick leave
  - 1. Call primary phone number provided by Supervisor.
    - a. If Supervisor answers the process is complete.
    - b. If no answer, leave a message and proceed to b.
  - 2. Call secondary phone number provided by Supervisor
    - a. If contact is made with the Supervisor or employee, process complete.
    - b. If no answer, leave a message and/or email Supervisor, copying Payroll and Benefits Coordinator with a message indicating absence.

- F. Sick Leave Abuse.** Sick leave shall not be abused and a medical certificate may be required by the supervisor, at the employee's expense, after five (5) consecutive days to substantiate a request for approval of sick leave or for permission to return to work.

This section will not be construed as a prohibition against requiring a doctor's verification at times when there is reason to believe that paid leave time is being misused or abused.

- G. **Worker's Compensation.** Should the absent employee receive payment from worker's compensation and/or employer's liability insurance, said employee shall be compensated at their regular gross rate, provided the Employer retains the payment resulting from the worker's compensation claim or insurance claim, and prorates an amount of sick leave time from the employee's accumulated sick leave days so that the payment from worker's compensation or employer's liability insurance plus the gross sick pay is equal to the employee's regular gross pay rate. When an employee's paid sick leave is exhausted, the employee shall be placed, by the Employer, on an unpaid leave of absence of up to one (1) year and receive only the compensation provided by worker's compensation or employer's liability insurance.

Information regarding procedures for accessing worker's compensation and Employer's liability insurance are available in the Business Office

- H. **Terminal Leave Pay.** Upon a voluntary quit from the district, an employee shall be paid at their current hourly rate, a severance pay of:

1. Three-fourths (3/4) of any unused sick days after ten (10) years employment in the District
2. Upon severance from the district, the district agrees to pay each employee as follows:
  - a. Employees with ten (10) or more years of continuous service will receive fifty (\$50) per year of service.
  - b. This provision will not apply to those employees discharged for just cause.

- I. **Unused Sick Leave.** Unused sick leave will accumulate up to a maximum of fifty (50) days. Unused sick days in excess of fifty (50) days will be paid at a rate of thirty-five dollars (\$35) per day based on six (6) or more hours per day and prorated for part time employees (less than six (6) hours a day).

- J. **Sick Bank.** In the event an employee or member of the employee's immediate family suffer a catastrophic accident or illness and the employee has exhausted her or her paid sick leave, the District may, at its sole discretion, permit members of the bargaining unit to contribute up to two (2) days of their accumulated sick leave towards a bank for the member in need.

1. The contribution of these days will be voluntary on the part of the bargaining unit member(s).
2. The maximum number of days in this bank will be twenty (20) days.
3. In the event the days are not used by the member, the days voluntarily contributed will be returned to the contributing employee(s) accumulated sick leave.
4. The sick bank will be administered by the Superintendent of the Schools and Business Manager of the School District.

- K. **Funeral Leave.** An employee shall be allowed up to three (3) working days per incident without loss of pay immediately following the death in the employee's immediate family as defined below to grieve and attend the funeral of the decedent or to attend a later memorial service, Employee shall be allowed one (1) day each school year to attend the funeral of a person not in the immediate family provided such day shall be charged against the employee's paid sick days. The District may require proof of funeral attendance. Immediate family is defined for such purpose as follows: spouse, child (biological, adopted, foster, step or legal ward), parents, stepparent, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or a member of the employee's immediate household.

- L. **Jury Duty.** An employee who is summoned and reports for jury duty as prescribed by applicable law, for each day on which the employee reports for or performs jury duty and on which they otherwise would have been scheduled to work for the Employer, shall be paid for such time lost as a result of such appearance or service, less any compensation received for jury service, provided that if such employee is excused from jury duty during regular working hours they shall promptly return to work. Night shift employees shall not be required to report for work if jury duty requires morning attendance.

In order to receive the payment above referred to, an employee must give the Employer prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that they reported for or performed jury duty on the days and to the extent for which the employee claims such payment, and produce satisfactory evidence as to the amount the employee was paid by the court for such jury duty.

- M. **Association Leave Days.** The Employer shall grant the Association up to four (4) unpaid leave days for the use of the President or their designee to conduct Association business or participate in Association activities. The Employer shall pay the cost of any substitutes. The Association shall give at least two (2) days advance notice of such leave days.

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## ARTICLE 14 - LEAVES OF ABSENCE -- UNPAID

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A. **Unpaid Leaves.**

1. **Granting and Extension.** Leaves of absence without pay or benefits shall be granted for up to one (1) year without loss of seniority upon written request from an employee. Such leaves may be extended by the Employer upon written request of the employee.
2. **Request for Leave.** Requests for unpaid leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of the leave. Requests for leave shall be made to the immediate supervisor. If the request is denied, the employee may appeal to the superintendent.
3. Except to the extent that insurance benefits are required to be continued by the Family Medical Leave Act (FMLA), all insurance benefits paid by the Employer will cease at the commencement of the unpaid leave, but the employee may, at the employee's option, continue coverage to the extent permitted by the insurer, by making full payment of the cost thereof in advance to the Employer monthly.
4. To facilitate planning an efficient operation of the school, employees on extended leaves must notify the Employer in writing at least thirty (30) days prior to the scheduled return date of their intent to return to work as scheduled.
5. Any leave granted under this section that is for an FMLA qualifying purpose shall count toward the employees FMLA entitlement.

B. **Reasons for Leaves of Absence** are as follows:

1. **Infant Child Care Leave.** Infant childcare leave shall be granted in accordance with Section A. of this article following the birth or adoption of a child.
2. **Family Leave.** Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness of spouse, children, or parent in accordance with Section A.

3. **Health.** An employee who is unable to work because of non-compensable personal illness or disability and who has exhausted all sick leave available shall upon examination be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, inclusive of paid sick leave used. Such leave may be extended at the discretion of the Employer upon request of the employee. The provisions of Section A above shall apply to such extended sick leave. If such leave is for an FMLA qualifying purpose it shall count toward the employees FMLA entitlement.
4. **Association.** Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Employer, shall at the written request of the Association receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. An extension of such leave not to exceed one (1) year may be approved by the Superintendent.
5. **Other.** Leaves for other purposes may be granted at the discretion of the Employer upon written request.

C. **Return from Leave of Absence.**

1. Employees on leave for health reasons must return, resign, or request a special extension for a maximum of one (1) additional year.
2. When an employee's health permits their return, the employee shall make their request known in writing to the Supervisor and Superintendent (Business Office) and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Employer has the right to request an examination at the Employer's expense.
  - a. An employee returning from a leave of absence of sixty (60) calendar days or less shall be required to notify the Employer in writing, of the employee's intent to return at least five (5) working days prior to the date of their return.
  - b. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Employer in writing of the employee's desire to return at least twenty (20) working days or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating their employment with the district.
3. Seniority permitting, an employee returning from an approved leave of absence shall be reinstated to the same or comparable classification or position the employee held when the leave began.

D. **Family and Medical Leave Act.** All terms and conditions of the Family and Medical Leave Act of 1993 shall be applied to all applicable leaves.

E. **Military Leave.** The Employer shall comply with the provisions of the Selective Service Act, with respect to leave of absence due to military service, including National Guard.

F. **Educational Leave.** At the discretion of the Superintendent, leaves of absence shall be granted for the purpose of permitting the employee the opportunity to continue the employee's education in a field related to their classification. Application for such leaves will be made in writing by the employee. Such leaves will be granted for a maximum of one year. Extensions may be granted at the discretion of the Superintendent and upon written request by the employee.

## ARTICLE 15 – HOLIDAYS / VACATIONS

- A. **Holidays.** All employees shall have the following days off with pay provided the employee works their scheduled workday before and after such days off, unless the absence is verified with a doctor's excuse or in cases of bereavement leave as defined in Article 13, Section B.

Labor Day	New Year's Eve
Wednesday of Thanksgiving	New Year's Day
Thanksgiving Day	President's Day
Day After Thanksgiving	Friday prior to Spring Break
Christmas Eve	Memorial Day
Christmas Day	

In the event President's Day is a scheduled day of student instruction, the Superintendent and Association President will designate an alternative date for the year.

## ARTICLE 16 - WORK DAY, WORK WEEK

A. **Work Week.**

1. The normal work week shall consist of up to forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work a pay per week.

Employees shall be notified in writing, prior to the start of the school year, of their daily and yearly starting and ending time of work.

2. The Employer may alter an employee's shift provided at least one (1) week written advance notice, except in an emergency, is given to the employee. Said shift changes shall begin on Monday, end on Friday, and shall be at least one (1) week in duration, except in an emergency.

- B. **Workday.** Employees who work six (6) hours or more per day will be entitled to two (2) ten (10) minute relief times and one (1) unpaid thirty (30) minute duty free lunch period. Employees who work between three (3) hours to less than six (6) hours will be entitled to one (1) ten (10) minute relief time. Employees who work overtime will be entitled to an additional ten (10) minute relief time for every three (3) consecutive hours worked.

C. **Additional Work.**

1. **Aides.** Whenever additional non-scheduled hours are available, either during or outside the school day, such hours will be offered on a rotating seniority basis by building.
2. **Food Service.**
  - a. **Catering.** Whenever additional hours for catering are available, such hours will be offered on a rotating seniority basis to employees who sign up for such hours. Cooks and servers will be kept on separate lists. Catering work will be voluntary. Whenever additional hours are available

during the school day, such hours will be offered on a rotating basis for those who sign up for such hours, provided that none of the additional hours conflict with the employee regular hours.

- b. **Student Food Distribution.** Additional work for employees beyond regularly assigned hours during the school day, will be voluntary. A work schedule will be created, and members will have an opportunity to opt-out of being assigned additional work hours.
  - i. Whenever additional hours are available beyond the regular workday, such hours will be offered on a rotating basis for those who sign up for such hours, provided that none of the additional hours conflict with the employee regular hours. Employees will be paid at their current position pay rate for all additional hours worked.
  - ii. Employees may work beyond regularly assigned hours, as needed, not to exceed eight hours per day.
  - iii. Any voluntary increase in hours is not a permanent increase of hours.
  - iv. Duty free breaks will be provided per Article 16 B.
  - v. Any employee performing supplemental work and wishing to refuse the unpaid (30) minute duty free lunch period may opt-out by providing written confirmation on a district provided form.
- c. Breakfast hours are considered available when an employee calls in at least two and a half (2 1/2) hours before the regular start of work. (See Article 13 E(b) for further detail)

D. **Overtime.** Employees shall receive overtime pay at a rate of one and one-half (1-1/2) times the employee's regular rate of pay to the extent required by law.

E. **Substitutes.** The Employer may provide substitutes in the absence of a regular employee.

- 1. If an employee voluntarily substitutes in another department, the employee will receive the Step 1 rate in the other department.
- 2. If an employee within the Food Service Department substitutes in another classification within the department, the employee will receive Step 1 rate in the other classification or be paid their regular rate, whichever is higher.
- 3. An employee substituting within the same classification within the department will receive the employees' regular rate of pay.
- 4. This provision will not apply to substitute assignments under Article 11. E.
- 5. In the event a substitute teacher cannot be found through the District's third party provider this process will be followed to utilize Para Professionals who are eligible to be a substitute teacher and registered with the District's third party provider to fill the substitute position.
  - If the need for a substitute teacher comes from a grade level where an eligible paraprofessional is positioned who is eligible to substitute, this paraprofessional would be offered the substitute position.
  - If the need for a substitute comes from a grade level where there are multiple eligible Paraprofessionals positioned who are eligible to substitute, filling the substitute position would happen on a rotating basis including those paraprofessionals in that grade level who are eligible to substitute.

- If the need for a substitute comes from a grade level where there is no eligible paraprofessional to substitute, filling the substitute position would happen on a rotating basis including those eligible paraprofessionals from that building. Anytime an eligible paraprofessional fills a substitute teacher position, they will receive the substitute teacher rate of pay for that day.

F. **Act of God Days.** Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students due to the above conditions, employees shall be excused from reporting to their job assignments without loss of pay provided the district receives state aid for the day. Days of instruction lost due to "act of God days" may be rescheduled if necessary to prevent the loss of state aid under the State Aid Act. When such days are rescheduled, employees shall be required to report for duty and will not be compensated as they were compensated for the Act of God days as they occurred.

Employees who have reported to work prior to notice of such closings shall be paid their regular rate for all hours worked or three (3) hours pay, whichever is greater.

G. **In-service Days.**

1. When employees are required to work on a school day when students are not in attendance, such as a teacher in-service day, the employee shall be paid for all hours worked.

If such in-services are due to early student dismissal, employees will be given the option of working their normal hours (i.e., students will be fed prior to their dismissal [except for two (2) days of finals at the end of the first semester]) unless other arrangements have been agreed to by the Association and the District prior to any such in-service(s).

H. **Professional Development.** Workers will receive three (3) days of required professional development.

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## ARTICLE 17 - NEGOTIATIONS PROCEDURES

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A. **Terms and Conditions.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

B. **Savings Clause.** If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

C. **Entire Agreement.** No agreement, practice, or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only

and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing.

- D. **Procedures.** Negotiations between the parties on a successor agreement shall begin at least thirty (30) days and not more than ninety (90) days prior to the expiration of the contract term. All bargaining by the parties shall occur during non- working hours unless the parties mutually agree to bargain during the workday. When negotiations are conducted during regular school hours, released time without pay shall be provided for the Association's negotiating committee.
- E. **Bargaining Team.** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Employees covered by this Agreement will be represented in negotiations by not more than six (6) negotiating committee members from the unit and such other Association representatives as the Association shall determine.
- F. **Final Agreements.** There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be signed and presented to all employees in good standing now employed or hereafter employed by the Employer. All school district personnel policies or any changes in said policies shall be distributed to all employees within thirty days of the commencement of this contract or upon employment.
- G. **Contract Maintenance.** Representatives of the Association and the Employer shall meet each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association.

## ARTICLE 18 - INSURANCE PROTECTION

- A. **Life.** The Board agrees to provide each employee with \$10,000 group life with AD&D.
- B. **Long Term Disability.** (66-2/3%, Plan I, 90 calendar days modified fill, \$2,500 maximum, no freeze on offsets, alcoholism/drug addiction 2 year, mental/nervous same as other illness) shall be provided to each employee.
- C. **National Health Care.**
  - 1. Should the national and/or state government mandate that the Employer provide a specific level and/or plan of health coverage, the Employer agrees to bargain over the implementation of said mandate and its effect upon the collective bargaining agreement and the health insurance coverage for members of the bargaining unit.
  - 2. All other benefits shall remain as provided for in this Article.
- D. **Vision/Dental/Health Reimbursement.** The District will reimburse every employee Three hundred and fifty dollars (\$350) per fiscal year for vision, dental or health care expenses, who is regularly scheduled to work at least thirty (30) hours or more per week. Those regularly scheduled for at least fifteen (15) hours per week, but less than thirty (30) will receive Two hundred and fifty dollars (\$250) per year and those regularly scheduled less than fifteen (15) hours will receive Two hundred dollars (\$200) per year. This amount will be prorated for those who (1) are hired during the year, or (2) do not complete the entire year due to layoff or extended leaves of absence. Employees must submit receipts to the business office to receive their reimbursement.

The District will not deduct the cost of the vision insurance from the above rates when included in the Jackson County Consortium package.

## **ARTICLE 19 - MISCELLANEOUS**

### **A. Least Restrictive Environment/Medically Fragile.**

1. The parties recognize the need to provide reasonable accommodation for legally bonified handicapped students, including certain medical procedures directed by the student's physician. In some instances, aides may be required to provide such services and where the aide assigned does not have the training, it will be provided at no cost to the employee and with release time where determined by the administration to be appropriate. The determination as to the need for training will be made on a case-by-case basis.
2. Aides may be required, without loss of pay, to attend an IEPC at the direction of the building principal.
3. When it has been determined that special directions to the aide are necessary in providing services to a specific special education student, the building principal will be responsible for communicating the directions.
4. If any special education aide believes a special education student's IEP is not meeting the student's needs, the member will advise their building principal. If the concerns are not addressed, the employee may address the concern to the Superintendent.

### **B. School Improvement.**

1. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education.
2. The provisions contained in this section shall apply to all school improvement plans, programs or processes set forth by school improvement committees established in the Michigan Center School District because of Section 1277 of Revised School Code and the No Child Left Behind Act.
3. It is understood that participation on school improvement committees is voluntary. Further, employees who participate, or are non-participants, in such activities shall not be negatively evaluated for any conduct relative to such committees.
4. If any provision(s) of a school improvement plan, program or process or application thereof violates, contradicts, or is inconsistent with this collective bargaining agreement, the collective bargaining agreement shall prevail to the extent required by law.

### **C. Drug and Alcohol Policies.** In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.

### **D. Communicable Disease Control Policy / Blood borne Pathogens.**

1. The Employer shall provide the Association, as soon as possible, with a copy of its exposure control plan and any changes made to it.
2. The Employer shall provide, at no cost to the employee, Hepatitis B vaccine to all employees who have occupational exposure to blood or other infectious materials.

3. The district shall provide, within twenty-four (24) hours, the Hepatitis B Vaccine shots to those employees who have an occupational exposure to blood or other potentially infectious materials.
4. Each employee shall have the right to appeal the determination made by the Employer regarding the employee's reasonable expectation of exposure to blood borne pathogens or other infectious materials and the availability of Hepatitis B vaccine. The Employer shall provide a process for this appeal.
5. The Employer shall provide, where appropriate, personal protective equipment, such as gloves, at no cost to the employee.
6. The Employer shall provide labels for all containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious material, and other containers used to store transport or ship blood or other potentially infectious materials.
7. The Employer shall ensure that all employees, with occupational exposure to blood borne pathogens or other infectious materials, participate in a training program. The training program shall be of no cost to employees and be offered during working hours. Training shall be offered during working hours. Training shall be provided at the time of initial assignment to tasks when occupational exposure may take place and whenever there is a change in circumstances.

**E. Training.**

1. If the district anticipates special skills upgrades, advancement opportunities, or possibilities for job expansions, it will notify employees and ascertain their interests for such training.
2. If the district offers specific training opportunities to any member of the bargaining unit which could make them qualified for an advancement or change in position, such training shall be made available to all interested employees.
3. Such training opportunities need be no more than one (1) day duration at any one time and shall not require the district to expend funds beyond the registration fees and substitute costs.
4. This applies only to employees within the department when department-wide training (i.e., first aid training; crisis intervention for general aides) is conducted at the district's facilities.

**F. Workshops/Conferences.**

1. Requests to attend conferences and workshops are to be directed in writing to the employee's supervisor who may need to request approval from the Superintendent. A copy of related brochures will accompany the request. Any decision made by the supervisor and Superintendent as to the approval/disapproval or payment of related costs is not grievable.
  - a. Cancellation costs for any reason shall be incurred by the employee for the exception of illness or approved leave.

**H. Food Service Uniforms.**

Food Service employees will be required to wear red or gray Michigan Center polo shirts provided by the District, and District approved black khaki pants, to be worn daily unless otherwise indicated by the supervisor. Starting the return from spring break, black khaki shorts will be acceptable. Individual employees are responsible for the laundering and care of the clothing provided by the District. Upon

termination, District provided uniforms must be returned within two (2) days of termination date, otherwise all fees charged to the District for loss of uniforms will be deducted from the employee's last paycheck.

**G. Emergency Financial Manager**

An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Act. [Note: This section was included in the collective bargaining agreement because it is legally required by state law and not because the parties negotiated over and agreed to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum, and to argue that this section is not binding on the parties. This reservation of right does not include challenging the employer relative to this issue.]


## ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2023 and shall remain in full force until June 30, 2026.

Jackson County Education Association

Michigan Center School District

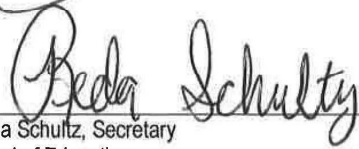
  
Melissa Anderson, JCEA President

  
Debra Kruse, President  
Board of Education

  
Melissa Stevens, MCESPA President

  
Brady Cook, Superintendent

  
Milt Rehberg, MEA UniServ Director

  
Reda Schultz, Secretary  
Board of Education

## APPENDIX A - SALARY SCHEDULE

### 2023-2026

Probationary period will be for ninety (90) calendar days from day of employment. Any individual, regardless of seniority, in the bargaining unit transferring from one department to the other department will begin at the "0" STEP on the salary schedule.

#### Non-Special Education Aides

Step	2023-2024	2024-2025	2025-2026
0	\$13.62	\$14.07	\$14.32
1	\$13.91	\$14.36	\$14.61
2	\$14.25	\$14.70	\$14.95
3	\$14.59	\$15.04	\$15.29
4	\$14.85	\$15.30	\$15.55

#### Special Education Aides and Reading/Math Support

Step	2023-2024	2024-2025	2025-2026
0	\$14.62	\$15.07	\$15.32
1	\$14.91	\$15.36	\$15.61
2	\$15.25	\$15.70	\$15.95
3	\$15.59	\$16.04	\$16.29
4	\$15.85	\$16.30	\$16.55

#### Food Service

Position	2023-2024	2024-2025	2025-2026
FS 1 (Head Cook)	\$16.42	\$16.87	\$17.12
FS 1 (Cooks)	\$16.13	\$16.58	\$16.83
FS 2 (Utility)	\$15.69	\$16.14	\$16.39
FS 3 (Cashiers/server)	\$14.93	\$15.38	\$15.63

#### Longevity

Employees who have completed ten (10) full years of service at Michigan Center School District, by September 15th of the current year, shall receive a yearly longevity payment. The longevity payment shall be made to currently employed staff by December 15th of each year of this contract.

After Ten (10) years of service – Two hundred dollars (\$200.00)

After Fifteen (15) years of service – Four hundred dollars (\$400.00)

After Twenty (20) years of service – Six hundred dollars (\$600.00)

After Twenty-five (25) years of service – Eight hundred dollars (\$800.00)

#### Year-End Bonus

Bargaining unit members who are rated as Proficient or Distinguished on his or her End of Year evaluation will receive a two-hundred dollar (\$200.00) bonus. The absence of an annual evaluation indicates a Proficient performance of the employee.

## APPENDIX B - GRIEVANCE REPORT FORM

MICHIGAN CENTER PUBLIC SCHOOLS

GRIEVANCE #: \_\_\_\_\_

Distribution of Form  
 1. Superintendent  
 2. Supervisor (in duplicate)  
 3. Association  
 4. Secretary

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

### LEVEL I AND II

Date Cause of Grievance Occurred:	
Statement of Grievance (including contract provisions applicable):	
Relief Sought:	
Grievant's Signature	Date:
Disposition by Supervisor:	
Signature:	Date:
Position of Grievant:	
Signature:	Date:

**LEVEL III**

Date Received by Superintendent or Designee:	
Disposition of Superintendent or Designee:	
Signature:	Date:
Position of Grievant and/or Association:	
Signature:	Date:

**LEVEL IV**

Date Received by Board of Education or Designee:	
Disposition by Board:	
Signature:	Date:
Position of Grievant and/or Association:	
Signature:	Date:

**LEVEL V**

Date Submitted to Arbitration:	
Disposition and Award of Arbitrator:	
Signature:	Date:

## APPENDIX C – JOB DESCRIPTIONS

**Position:** HEAD COOK (FS-1)  
**Hours:** As arranged by supervisor

### Minimum Qualifications

1. Neat, clean appearance.
2. High school diploma or equivalent.
3. Ability to work efficiently, responsibly, and independently.
4. Must relate well to and be cooperative with children and building staff.
5. Must adapt to new or unexpected situations easily.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work efficiently with immediate supervisor.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting, including but not limited to the quality and variety of product put out for the customer.
9. Must be in good health and free of communicable disease.
10. Must be able to lift 50 pounds continuously during a work shift.
11. Must be able to complete repetitive hand and wrist motions.
12. Must be able to multi-task and have a sense of urgency when crunched for time.
13. Valid Sanitation and Safety certificate or successful completion of a 10-hour sanitation class within the last 5 years. If employee has neither, employee must take the first scheduled class that is offered in the district.
14. Employees must not have attendance, ordering, or production issues in the department in the last 2 years.
15. Needs to convey and lead a kitchen with a positive attitude and create an inviting culture for all staff and students.
16. Minimal experience/training with district's food service point of service software.

### Duties

1. Prepare serving lines and food areas.
2. Food preparation as directed.
3. Serve meals as directed.
4. Prepare reports as directed to flow with state and federal guidelines.
5. Collect and count money as directed and operate the District's food service POS system for customers.
6. Act responsibly to assigned scheduled hours. Communicate when hours may be exceeded to immediate supervisor.
7. Cleaning of food preparation and serving areas and equipment as directed.
8. Ability to work in extreme temperature, humidity, and congested work areas.
9. Complete food Production records.
10. Keep work areas cleaned, sanitized, and organized including but not limited to deep fryers.
11. Assist in putting away weekly deliveries.
12. Displays positive attitude in all phases of personal conduct
13. Has a sense of urgency to help give direction in the kitchen.
14. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

**Position:** COOK (FS-1)  
**Direct Supervisor:** Food Service Director or as assigned  
**Hours:** As arranged by supervisor

**Minimum Qualifications**

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with all supervisors.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting, including but not limited to the quality and variety of product put out for the customer.
9. Must be in good health and free of communicable disease.
10. Must be able to lift 50 pounds continuously during a work shift.
11. Must be able to complete repetitive hand and wrist motions.
12. Must be able to multi-task and have a sense of urgency when crunched for time.
13. Valid Sanitation and Safety certificate or successful completion of a 10-hour sanitation class within the last 5 years. If employee has neither, employee must take the first scheduled class that is offered in the district.
14. Minimal experience/training with district's food service point of service software.

**Duties**

1. Prepare serving lines and food areas.
2. Prepare lines as directed.
3. Serve food and meals as directed and operate the District's food service POS system for customers.
4. Collect and account money as directed.
5. Cleaning of food preparation and serving equipment and areas as directed.
6. Other duties as assigned to assist Head Cook and assist in the efficient operation of the food service program.
7. Act responsibly to assigned scheduled hours. Communicate when hours may be exceeded to immediate supervisor.
8. Ability to work in extreme temperature, humidity, and congested work areas.
9. Complete food production records.
10. Keep work areas cleaned and sanitized and organized including but not limited to deep fryers.
11. Assist in putting away weekly deliveries.
12. Display a positive attitude.

**Position:** UTILITY WORKER (FS 2)  
**Direct Supervisor:** Food Service Director or as assigned  
**Hours:** As arranged by supervisor

### **Minimum Qualifications**

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with all supervisors.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.
10. Must be able to lift 50 pounds continuously during a work shift.
11. Must be able to complete repetitive hand and wrist motions.
12. Must be able to multitask.
13. Valid Sanitation and Safety certificate or successful completion of a 10-hour sanitation class within the last 5 years. If employee has neither, employee must take the first scheduled class that is offered by the district.
14. Minimal experience/training with district's food service point of service software.

### **Duties**

1. Prepare and maintain dish washing areas.
2. Prepare lines for meals.
3. Maintain records of products used as directed.
4. Cleaning of food preparation, storage, and serving equipment and areas as directed.
5. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.
6. Wash and dry kitchen linens daily or as needed.
7. Clean restrooms daily.
8. Sweep and mop all cooler, kitchen, and storage floors daily.
9. Gather and remove garbage from kitchen areas. Keep cans clean and free of debris as defined by health department codes.
10. Ability to work in extreme temperature, humidity, and congested work areas.
11. Act responsibly to assigned work hours and communicate when hours may be exceeded.

**Position:** SERVER/CASHIER (FS-3)  
**Direct Supervisor:** Food Service Director or as assigned  
**Hours:** As arranged by supervisor

### **Minimum Qualifications**

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with all supervisors.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.
10. Must be able to lift 45 pounds continuously during a work shift.
11. Must be able to complete repetitive hand and wrist motions.
12. Must be able to multitask.
13. Valid Sanitation Safety certificate or successful completion of 10-hour sanitation class within the last 5 years. If employee has neither, employee must take the first scheduled class that is offered in the district.
14. Must demonstrate a well-developed ability to use the English language, make change, and perform mathematical calculations.
15. Minimal experience/training with district's food service point of service software.

### **Duties**

1. Prepare serving lines and food areas.
2. Food preparation as directed.
3. Serve meals as directed.
4. Prepare reports as directed.
5. Successfully operate the District's food service POS system during all meal periods and collect payments upon transaction, count money daily, and balance sales deposits daily.
6. Cleaning of food preparation and serving areas and equipment as directed.
7. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.
8. Act responsibly to assigned hours and communicate when hours may be exceeded.
9. Ability to work in extreme temperature, humidity, and congested work areas.
10. Display a positive attitude.
11. Follow all current food code laws and sanitation laws.

**Position:** PARAPROFESSIONAL (AIDE)  
**Direct Supervisor:** Building Principal or assigned teacher  
**HOURS:** As arranged by building principal

**Minimum Qualifications**

1. Neat, clean appearance.
2. Must work effectively with immediate supervisor.
3. Ability to interact in a positive manner with parents and visitors.
4. Must relate in a positive manner with children and building staff.
5. Ability to work responsibly and independently.
6. Must adapt to new or unexpected situations easily.
7. Must demonstrate a fluency in the use of the English language.
8. Must be alert, intelligent, and able to follow written or spoken directions.
9. Should meet applicable requirements of State and Federal programs (depending on position).
10. Should meet applicable requirement of State and Federal programs
  - Title 1 compliant by either a. Associates degree or b. High School Diploma or equivalent with required testing completed.
11. Should possess the skills necessary to use computers to facilitate student learning (depending on position).
12. Demonstrated ability to work with sensitive or confidential information.
13. Must be in good health and free of communicable disease.

**Duties:**

1. Plans and carries out instructional reinforcement activities, as directed by the supervising teacher, for identified students.
2. Assists building office staff as instructed by supervisor.
3. Operates office machines to print, duplicate, or type to facilitate distribution of information related to programs as directed by supervisor.
4. Supervises students as assigned by supervisor.
5. Performs all duties with an awareness of and compliance with applicable state and Federal guidelines.
6. Other duties as assigned by supervisor, except for medically fragile students if aide has not been trained.

**Position:** SPECIAL ED PARAPROFESSIONAL (SP ED AIDE)

**Direct Supervisor:** Building Principal or assigned teacher

**HOURS:** As arranged by building principal

**Minimum Qualifications**

1. CPS training/certifications.
2. Neat, clean appearance.
2. Must work effectively with immediate supervisor.
3. Ability to interact in a positive manner with parents and visitors.
4. Must relate in a positive manner with children and building staff.
5. Ability to work responsibly and independently.
6. Must adapt to new or unexpected situations easily.
7. Must demonstrate a fluency in the use of the English language.
8. Must be alert, intelligent, and able to follow written or spoken directions.
9. Should meet applicable requirements of State and Federal programs (depending on position).
10. Should possess the skills necessary to use computers to facilitate student learning (depending on position).
11. Demonstrated ability to work with sensitive or confidential information.
12. Must be in good health and free of communicable disease.

**Duties:**

1. Plans and carries out instructional reinforcement activities, as directed by the supervising teacher, for identified students.
  - a. Creating, implementing, and monitoring of student specific plans (e.g. behavior plan, progress monitoring, RMS plan, etc.)
  - b. Consistent and timely communication with pertinent school staff, ISD personnel, and guardians.
  - c. Thorough and timely documentation of student behavior/actions, as directed by school and ISD staff.
2. Use of CPI de-escalation strategies and restraint techniques as needed
3. Assists building office staff as instructed by supervisor.
4. Operates office machines to print, duplicate, or type to facilitate distribution of information related to programs as directed by supervisor.
5. Supervises students as assigned by IEP, supervisor, and ISD.
6. Performs all duties with an awareness of and compliance with applicable state and Federal guidelines.
7. Other duties as assigned by supervisor, with the exception of medically fragile students if aide has not been trained.

**Position:** READING/MATH SUPPORT PARAPROFESSIONAL (AIDE)  
**Direct Supervisor:** Building Principal or assigned teacher  
**HOURS:** As arranged by building principal

**Minimum Qualifications**

1. Title 1 compliant by either a. Associates degree, or b. High School Diploma or equivalent with required testing completed.
2. Neat, clean appearance.
3. Must work effectively with immediate supervisor.
4. Ability to interact in a positive manner with parents and visitors.
5. Must relate in a positive manner with children and building staff.
6. Ability to work responsibly and independently.
7. Must adapt to new or unexpected situations easily.
8. Must demonstrate a fluency in the use of the English language.
9. Must be alert, intelligent, and able to follow written or spoken directions.
10. Should meet applicable requirements of State and Federal programs (depending on position).
11. Should possess the skills necessary to use computers to facilitate student learning (depending on position).
12. Demonstrated ability to work with sensitive or confidential information.
13. Must be in good health and free of communicable disease.

**Duties:**

1. Plans and carries out instructional reinforcement activities, as directed by the supervising teacher, for identified students.
  - a. Collaborate with teaching staff to determine student goals/needs.
  - b. Use data to develop appropriate lessons for individual and small groups of students.
  - c. Independently deliver lessons to small groups of students.
  - d. Use progress monitoring techniques to assess student progress and re-establish student goals/needs.
2. Assists building office staff as instructed by supervisor.
3. Operates office machines to print, duplicate, or type to facilitate distribution of information related to programs as directed by supervisor.
4. Supervises students as assigned by supervisor.
5. Performs all duties with an awareness of and compliance with applicable state and Federal guidelines.
6. Other duties as assigned by supervisor, with the exception of medically fragile students if aide has not been trained.

## APPENDIX D - MICHIGAN CENTER SCHOOLS FOOD SERVICE EMPLOYEE EVALUATION FORM

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position/Building: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Knowledge of Job:</b>	<p>The employee understands what tasks need to be completed in the job they perform. The employee follows food service policies pertaining to that job. Employee asks for clarification if they are unclear on how to perform their job.</p> <p><u>For FS2 Positions:</u> The Employee follows all Sanitation and Safety codes and laws as presented to them in class or from the local health department. The employee questions regarding temperature or disposal procedures of product if unsure.</p>				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Food Temperature &amp; Presentation:</b>	<p>The employee makes sure that the food is served hot/cold as needed for each food item. They take temperatures and records them on the production sheet. Employee makes sure that the presentation is appealing to the students.</p>				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Menu service and item availability:</b>	<p>Employee is sure that the food on the menu is what is being served. They are sure that the food listed on the menu is available for all meal periods and until the end of all meal periods. The employee checks and restocks the lines between classes or meal periods to ensure a continuous flow during service.</p>				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Problem Solving:</b>	Employee takes the initiative to solve problems and then keeps the management informed on what action they took. The employee anticipates what the needs will be for the next day and in some cases beyond. If the employee cannot solve the problem, they bring the problem and potential solution to management in a timely manner.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Work Habits</b>	The employee gets their work completed in the number of hours allotted to the position. The employee works in steps that allow the work to be completed within the timeframe and does not interfere with other staff completing their work. The employee is aware of how their work habits impact the school.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Work Area Upkeep and Cleaning:</b>	Employee keeps their work area clean and puts their utensils in their proper place when finished. The employee follows all food service department policies regarding sanitation. The employee keeps all shelves in the storeroom and under the work area tables free of dust and dirt and are straightened so product is easy to find.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Communication Skills:</b>	The employee passes information to food service staff in a way that can be understood. The employee provides input and feedback on job tasks, promotions, customer concerns and work-related needs. The employee addresses problems and concerns in a timely manner with the person or people involved in the situation. They also listen to the addressed concerns that are brought to him/her.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Teamwork:</b>	The employee recognizes that they are part of a team in their school, and they show cooperative work habits that help the team to get the job done. The employee knows the other members of the food service team and has developed a productive work relationship with them.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Customer Service Skills:</b>	The employee treats all customers (students, school staff, food service staff and delivery personnel) with courtesy and respect. The employee addresses their questions and concerns in a timely manner. The employee works with the food service manager if they are having a conflict with a customer.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Professional Appearance:</b>	The employee's daily work clothing meets the standard set in the department. Hair is properly covered, and gloves are worn at all times when required.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Organizational Skills:</b>	<p>The employee keeps the kitchen instructions, order guides and food production records in a location easy to find. Employee demonstrates proficiency in money handling and computer skills. Monitors student accounts daily with follow up paperwork to parents.</p> <p><u>For FS2 Positions:</u> The employee keeps the food service vehicle cleaned and organized. They are sure to report repairs to their immediate supervisor in a timely manner as to be sure the automobile is kept safe. The van has fuel kept at no lower than ¼ tank at all times.</p>				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Reporting Paperwork and Ordering Skills:</b>	The employee knows how to fill out the production record paperwork and why it needs to be filled out. The Employee knows the components of a reimbursable meal and how to record non-reimbursable meals. The employee knows what reports need to be completed on a daily basis and can indicate what the report is used for. The employee knows how to complete the weekly order form and when it needs to be turned in. They write in the current inventory and forecasts for the upcoming weeks menu.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Proficiency</b>	<u><b>For FS2 Positions:</b></u> The Employee leaves the H. S. kitchen in a timely manner as to make it to the satellite schools in time for their food preparation. They are sure food is moved from school to school safely to ensure food isn't spilled and cause a higher food/labor cost.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

**This employee's primary strengths are:**

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**Focus areas for this employee are:**

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**Evaluated By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employees Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX E - MICHIGAN CENTER SCHOOLS PARAPROFESSIONAL EVALUATION FORM

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position/Building: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Student Interaction</b>	The employee demonstrates a positive attitude toward students. Treats students with respect. Remains objective and positive when dealing with student problems. Communicates clearly and is empathetic towards student needs.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Collegiality and Teamwork</b>	The employee demonstrates a positive attitude toward all staff members. Treats staff with respect. The employee is easy to approach and embraces opportunities to work as a team.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Student and Building Supervision</b>	Employee provides general supervision throughout the building (classroom, hallways, lunchroom, and playground). Employee moves around the assigned area interacting in a variety of settings. Safety is always addressed. Employee commands respect from students and is seen as someone students can trust to help them.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Efficiency in Job Performance</b>	Employee performs responsibilities as assigned by supervisor in a timely and efficient manner. Paperwork and assigned duties are addressed so student achievement is not negatively affected.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Reporting for Work</b>	The employee is on duty at the proper time. Employee follows procedures in place for using the time clock and accurately reporting time worked.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Attendance</b>	The employee's attendance does not affect their job performance. The employee makes sound decisions about their ability to come to work. Employee does not report when illness is contagious, or effectiveness is compromised.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Response to Feedback &amp; Reflection</b>	Employee can accept constructive criticism. Follows directions, along with school policies and procedures in a timely manner.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Problem Solving</b>	The employee can solve problems independently. Can adapt to a changing environment and able to handle emergency situations in a composed manner. When unsure of a decision the employee refers questions to the appropriate staff members.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Professional Behavior and Appearance</b>	The employee maintains a professional behavior and décor (appropriate dress according to job description and situation; confidentiality, ethics, interaction with students/staff, etc). The employee is respectful of students, staff, and supervisors.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

Rating:	Unsatisfactory (0)	Basic/Need Improvement (1)	Proficient (2)	Distinguished (3)	Not Observed (N)
<b>Job Knowledge</b>	The employee demonstrates knowledge of subject matter and instructional techniques in assisting students. Continues with training requirements and utilizes information learned. The employee is proactive is seeking ways to further their knowledge of the job responsibilities. The employee understands what tasks need to be completed in the job they perform.				

Level of Performance: \_\_\_\_\_ Evidence: \_\_\_\_\_

Suggested Improvement: \_\_\_\_\_

**This employee's primary strengths are:**

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**Focus areas for this employee are:**

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**Evaluated By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employees Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX F – PROGRESSIVE DISCIPLINE FORM

MICHIGAN CENTER SCHOOL DISTRICT 400 S. STATE ST., MICHIGAN CENTER MI 49254  
PROGRESSIVE DISCIPLINE FORM

VERBAL COUNSELING VERIFICATION		
Employee Name	Reference to Personnel Rule/Regulation	Date of Incident
Summary:		
		Supervisor Signature/Date

WRITTEN WARNING NOTIFICATION		
Employee Name	Reference to Personnel Rule/Regulation	Date of Incident
Summary:		
Employee must check (if none, accepted): <input type="checkbox"/> Accept <input type="checkbox"/> Deny		
Employee Signature/Date	Union Rep (or Witness) Signature/Date	Supervisor Signature/Date

SECOND WRITTEN WARNING or WORK SUSPENSION		
Employee Name	Reference to Personnel Rule/Regulation	Date of Incident
Summary:		
Suspension from: ____ / ____ / ____      Suspension through: ____ / ____ / ____ Employee must check (if none, accepted): <input type="checkbox"/> Accept <input type="checkbox"/> Deny		
Employee Signature/Date	Union Rep (or Witness) Signature/Date	Supervisor Signature/Date

EMPLOYEE TERMINATION NOTIFICATION		
Employee Name	Reference to Personnel Rule/Regulation	Date of Incident
Summary:		
Employee must check (if none, accepted): <input type="checkbox"/> Accept <input type="checkbox"/> Deny		
Employee Signature/Date	Union Rep (or Witness) Signature/Date	Supervisor Signature/Date