



AGREEMENT

**Between the
Lakewood Board of Education
and
Lakewood Education Support
Personnel Association/MEA/NEA**

Lakewood Public Schools
639 Jordan Lake Street
Lake Odessa MI 48849
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2007-2010

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ARTICLE 1

AGREEMENT

Section A.

The Agreement entered into this 1st day of July, 2007 hereby and between the School District of Lakewood of Ionia, Barry, Eaton, and Kent Counties, Michigan hereinafter called the "Board or the Employer", and the MEA/NEA through its local affiliate, the Lakewood Education Support Personnel Association, hereinafter called "LESPEA" or the "Association" or "Bargaining Unit Members".

Section B. Purpose and Intent

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

- 1) The general purpose of this Agreement is to reflect the wages, terms and conditions of employment of bargaining unit members in the bargaining unit.
- 2) The parties recognize that the interests of the bargaining unit members depend upon the employer's success in establishing a proper service to the community.
- 3) To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all bargaining unit members.

ARTICLE 2

RECOGNITION

Section A.

The Board recognizes the Michigan Education Association/NEA through its local affiliate, the Lakewood Education Support Association "LESPA," as exclusive and sole bargaining representative for all bargaining unit members, whether full- or part-time, probationary, non-probationary, on leave from a bargaining unit job, on temporary leave of absence, or employed by the Board including:

1. Assistant Mechanic/Mechanic Helper
2. Custodial/Maintenance
3. Cleaning Technician
4. Food Service
5. Library (Central Purchasing, Library Paraprofessionals, and Media Assistants)
6. Paraprofessionals (Classroom, At Risk, Title, PPI, Early 4's, Vocational, Special Education Bus, Child Care Workers, Lakewood Community Education).
7. School Nurse
8. Secretary/Clerical
9. Transportation (including DSS and Special Education)
10. Mail Transport and Crossing Guards (if employed by Lakewood Public Schools).

Section B. Excluded from Unit

All Administrators, Lakewood Education Association bargaining unit members, district maintenance staff (not to exceed 3) all central office staff (not to exceed 7) and all other personnel.

Section C.

Unless otherwise indicated, use of the term "employee" or "bargaining unit member", when used herein, shall refer to all members of the above defined bargaining unit, and to both male and female employees.

Section D.

The Board agrees not to negotiate for this bargaining unit with any employee or employee organization other than the Association for the duration of this contract.

Section E.

This agreement shall supersede any rules, policies, regulations, or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

Section F.

The District may utilize temporary employees only when these workers do not replace in whole or in part regular bargaining unit members including those on layoff. Whenever a resignation has been received, the vacancy shall be posted and filled. Temporary employees are those employed for no more than three (3) months or ninety (90) days, including students, DSS, etc.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

Section A. Responsibilities

The Board on its own behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws and the constitution of the State of Michigan and/or the United States of America. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to: (1) manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board of Education and School District; (2) continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing but not in conflict with the specific provisions of this agreement; (3) direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees; (4) the Board shall give an updated list of employees to the LESPA president by September 15 of each new year and updates as they occur. The exercise of the foregoing powers shall not be in conflict with the express terms of this Agreement.

Section B. Authority

The Association recognizes that the Board is legally responsible for the operation of the entire school system, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned, and to the provisions of this Agreement.

Section C. Administrative Staff

In meeting such responsibilities and exercising such rights, the Board acts through its administrative staff. Such responsibilities and rights include, by way of illustration and not by way of limitation the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the expressed terms of this Agreement, and no rules or regulations shall be adopted or revised, which violate the express terms of this agreement unless mandated by law.

ARTICLE 4

DUES AND PAYROLL DEDUCTIONS

Section A.

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such a fee. The Employer shall deduct one-twentieth of such dues or fees from the regular salary check of the bargaining unit member each paycheck for twenty (20) paychecks beginning in September and ending in June of each year. In addition the employer will deduct the local association assessment from the first paycheck of the school year.

Section B.

In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested or by hand delivery. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B. above.
3. The Board, upon receipt of such notice and request for deduction, shall make such involuntary deduction.
4. Payroll deductions of service fees made pursuant to the procedure outlined above shall be made in equal amounts (as nearly as may be) from the remaining paychecks issued to that bargaining unit member for the fiscal year in question.

Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Section C.

The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date for the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures".

The Association further agrees to certify to the District that the Association, and the MEA/NEA for whom deductions are made under this Article, has complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

Section D.

Pursuant to Chicago Bargaining Unit Members Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Further, the Association agrees to promptly notify the District in the event a Court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the District shall promptly give notice to the Association of any decision made by the District with regard to compliance.

A bargaining unit member who provides evidence to the Association that because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or other wise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Donation shall be made to one of the following:

1. United Way
2. Lakewood Education Foundation
3. A Lakewood Area Lions Club
4. Ionia County Community Foundation

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. The Association shall, when the District, Board (including individual trustees) or Administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA and NEA.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual Administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees and other forms of liability as well as all Court and /or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security provision of this Agreement.

The Association also agrees that neither it nor its affiliates, the MEA and NEA, will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

Section E.

Bargaining unit members may authorize payroll deductions for contributions to the local United Way and/or Lakewood Educational Foundation. These deductions are to be taken out in equal amounts and the deductions shall be remitted not less than monthly.

Bargaining unit members may authorize payroll direct deposit to any financial institution. Bargaining unit member may authorize either an equal amount deduction each pay period or a net check deposit.

Bargaining unit members may authorize payroll deduction for MESSA programs not fully employer paid.

No deduction shall be made of less than \$5.00 (five dollars) per quarter when deduction is made on a quarterly basis.

ARTICLE 5

EMPLOYEE AND ASSOCIATION RIGHTS

Section A. Use of Board Facilities

The Association, or any committee thereof, shall have the right to use school buildings or facilities, without charge, for meetings for the LESPA. These meetings are to be held on the bargaining unit member's time, during hours when school is not in session. Prior administrative approval should be obtained.

Section B. Association Activities

When necessary, the Association shall be permitted to transact official Association business on Board of Education property at all reasonable times, provided this shall not significantly interfere with or interrupt normal operations. Association representatives (president, grievance chair, classification reps) shall be permitted reasonable time to investigate, present and process grievances on the District's property without loss of time or pay for two (2) working hours in any work week. Such time spent handling grievances during the representative's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the representatives. The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use. A reasonable charge may be made by the Board.

Section C.

The Board agrees to treat all bargaining unit members fairly and equitably.

Section D.

The Association shall have the right to post notice of its activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each worksite. The Association may use the shuttle mail service and mailboxes for communications to bargaining unit members. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

Section E.

The Board agrees to provide the Association with all information necessary to process any grievance or complaint.

Section F.

Bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board. The Superintendent may consult with the Association President or the Uniserv Director concerning any action or suspected action by a bargaining unit member that reflects poorly on the school district. No bargaining unit member will be disciplined or discharged without just cause.

Section G.

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, sexual preference, or marital status.

Section H.

A personnel file shall be established for each bargaining unit member to include application information and any evaluations. Any bargaining unit member may request a written evaluation annually from his/her immediate supervisor and it shall be provided and a copy placed on file. Any written reprimand or account of disciplinary action shall have a time limit not to exceed four (4) years and shall be removed from the bargaining unit member's personnel file when the time limit expires unless the written reprimand or account of disciplinary action rises to the level of unprofessional conduct.

Section I.

Should the employer require any employee to give bond, any premium involved shall be paid by the Employer.

ARTICLE 6

GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim by a represented bargaining unit employee, group of bargaining unit members, or the Association, based upon any alleged violation of this Agreement.

Section B.

Depending upon the level reached in processing the grievance, a "party of interest" shall be defined as the employee or group of employees, or the Association, on the one hand, and the Superintendent or his/her designated agent, or the Board, on the other hand.

Section C.

The term "day" shall be interpreted as meaning a working day for central office.

Section D.

The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, agreeable and equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept confidential.

Section E. Structure

1. The immediate supervisor of the aggrieved party is designated as the administrative representative for Level One of this procedure.
2. The Superintendent is the administrative representative for Level Two; but he/she may designate his/her position at this Level to the Assistant Superintendent.
3. The Board will act in its own behalf at Level Three of this procedure. It may, at its discretion, designate three (3) of its members to fulfill its obligation at Level Three.
4. A grievance may be filed at Level Two if it could affect personnel in more than one (1) school building or worksite.

Section F. Procedure

A bargaining unit member or group of bargaining unit members that feel there is a grievable violation of this agreement must first bring it to the attention of the immediate supervisor within fifteen (15) days of the alleged violation. The matter will be reviewed orally, with the objective of resolving the issue.

After the matter is first brought to the attention of the appropriate administrative representative, said representative shall have ten (10) days to respond. If the matter is not resolved satisfactorily at this oral step of the procedure, the issue may be taken up as a written grievance and processed through the steps as outlined below.

1. Level One: Any represented bargaining unit member or group of represented bargaining unit members of the Association, may file a written grievance with the immediate supervisor within twenty (20) days of the supervisor's verbal response. He/she shall meet with the grievant and/or representatives of the Association

if requested by the grievant within ten (10) days after receipt of the written grievance. He/she shall reply in writing to the grievance within ten (10) days after this meeting.

2. Level Two: If the immediate supervisor's reply is not acceptable to the grievant, a written grievance may be filed with the Superintendent within ten (10) days after the supervisor's reply has been received. The Superintendent shall meet with the grievant, and/or representatives of the Association within ten (10) days after receipt of the grievance. The Superintendent shall reply in writing to the grievance within ten (10) days after this meeting.
3. Level Three: If the Superintendent's reply is not acceptable to the grievant, the Association President or designee may file a written grievance with the Board of Education Secretary on behalf of the grievant within ten (10) days after receipt of the grievance from the Superintendent. The Board's decision, or that of its representatives, shall be rendered to the Association in writing within ten (10) days after the next regular Board of Education meeting.
4. Level Four: If the decision of the Board is not acceptable to the grievant, the Association may appeal the grievance to arbitration. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Association in writing. If the parties can't reach mutual agreement on an arbitrator, the grievance may be submitted to an impartial arbitrator selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. If such appeal is not made within fifteen (15) days after receipt of the Board's decision, the grievance shall be determined to be withdrawn.
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Binding arbitration shall apply only on the alleged breach of the Master Contract.
 - b. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth in Subparagraph 4 (four) of this Article. It shall be binding upon the Association and the Board. Noncompliance with the arbitrator's decision by either party within thirty (30) days shall be just cause for appeal to a court of competent jurisdiction.
 - c. The fees and expenses of arbitration shall be paid by the party losing the grievance.

Section G.

The time limits set forth in this article may be extended by mutual consent of the parties involved, provided such agreement is made before the timeline of interest expires. Any such extension of time limits shall be in writing, signed, and dated by representatives of the parties of interest. A grievance may be withdrawn by the grievant or the Association at any level without prejudice.

ARTICLE 7

VACANCIES, PROMOTIONS AND TRANSFERS

Definitions

Section A.

1. A vacancy shall be defined as a newly created position or a present position that is not filled.
2. Extra trips (off-routes) are all bus runs which are not regularly scheduled (for example, athletic events, field trips, etc.).
3. Special functions are those functions outside the regular work day that require the services of a bargaining unit member.

Section B.

All vacancies shall be listed in the weekly bulletin as soon as it is known the vacancy exists. No position shall be permanently filled until the position has been posted for ten (10) working days after the release date of the bulletin. The Employer will fill the position within thirty (30) working days of the end of the posting period. Building representatives are encouraged to post notice of openings.

Information shall include type of work, location of work, minimum qualifications, hours (number and schedule), expected starting date and contact person for additional information.

Section C.

Interested bargaining unit members must apply in writing with the appropriate contact person within ten (10) working days of distribution of the weekly bulletin. Employer shall notify bargaining unit members of vacancies during summer months (June, July, August) by making weekly bulletins available in the Superintendent's office to all interested persons or by mailing bulletins in self-addressed stamped envelopes provided by the employee.

Section D.

The most senior applicant from within the affected classification who meets the minimum qualifications for the position shall be appointed to the vacancy provided total hours per week do not exceed 40.

Section E.

Should no bargaining unit member from the affected classification who meets the minimum qualifications apply, the district will grant interviews to the three most senior applicants from other classifications. Additional bargaining unit members may be interviewed if the district chooses to do so.

Section F. Transfers to a Posted Vacancy

Any bargaining unit member that accepts a posted position shall not be allowed to bid on their previous position for a period of sixty (60) days. The superintendent may grant a reasonable trial period of no more than thirty (30) working days for anyone transferring to a posted position.

Section G.

Any applicant may request the reason he or she was not selected. Unsuccessful interviewed applicants shall be notified personally or by note or letter as soon as possible after the selection has been made.

Section H.

The parties agree that involuntary transfers of bargaining unit members are to be made only when there is a clearly stated purpose and will not be done capriciously or arbitrarily.

Section I.

Bargaining unit members that fill temporary vacancies outside their normal classification(s) will be paid at the LESPA sub rate. (See Appendix A)

A bargaining unit member who accepts an assignment to cover a supervisory position due to absence of the supervisor shall be paid an additional \$1.75 per hour for the first five days of the assignment. After five consecutive days the rate shall increase to the lower of an additional \$3.00 per hour or the supervisor's rate.

Section J.

All bargaining unit members within their classification shall be given the opportunity in rotation order to work at special functions if they choose.

Section K.

The following conditions apply to transfer of classification by bargaining unit members:

1. When a bargaining unit member transfers to a position on a lower wage scale, s/he shall be moved to the corresponding step based on years of service on the wage scale that applies to the new position.
2. When a bargaining unit member transfers to a position on a higher wage scale she/he shall be placed on the wage step that is closest in amount to his/her current wage. However, in no case shall the new wage be lower than the old wage.
3. Longevity is years of service to the District in the bargaining unit. Upon completion of ten years of service, the bargaining unit member shall automatically be placed on the longevity step, providing s/he has worked at least one full year on the wage step directly preceding the longevity step.
4. When transferring classification, premiums shall be excluded in determining step placement.
5. Bargaining unit members in non-stepped positions will be placed on step 1 when transferring to a new position.
6. Bargaining unit members accepting an assignment in addition to their current position will start on step 1 in the new position.

Section L.

It is understood that additional hours added to regular assignments for assisting large classes, special needs of handicapped students and other special assignments that extend the hours of a bargaining unit member shall be regulated by the Board. It is further understood that schedules of bargaining unit members may be adjusted by up to one additional hour per day per year without the need for posting the position which has been adjusted. If, however, more than one hour per day per year is added to a position during any school year, it shall be posted as a vacancy. The Association will be notified whenever additional hours are added to a bargaining unit position.

ARTICLE 8

WORKING CONDITIONS

Section A.

All bargaining unit members are expected to be at their building at the regular time and remain for the full assigned work day. Any additional time must be approved by the immediate supervisor prior to the work being done.

Section B.

Employees may take a "coffee break" not to exceed 10 minutes for each three (3) hours or major portion thereof worked per day.

Section C.

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

Section D.

It is not the intent to subject bargaining unit members to situations of dual supervision, therefore, in normal situations the bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Employer.

Section E.

The Employer shall provide without cost to the bargaining unit member the following:

1. For food service and custodians, uniforms in a style and color for appropriate bargaining unit members as jointly determined by the Employer and Association, if uniforms are required by the Employer.
2. Approved first aid kits and materials in all work areas, buses and recess areas.
3. Bus drivers shall be reimbursed for the excess cost of obtaining a Commercial Driver's License (CDL) upon successful completion of the CDL. Regular drivers will be reimbursed within 30 days after the receipts are turned in.
4. The District shall contract with a medical facility to provide state-required physical examinations at no cost to the employee. If an employee chooses to go to his/her own doctor, the District shall reimburse the employee up to \$50.00 for the physical examination at the end of the school year.

Section F. School Closing Days

1. School Year Bargaining Unit Members:
 - a. Bargaining unit members shall be paid for school closing days which do not have to be made up for State Aid purposes.
 - b. Any make-up days required for State Aid purposes shall be worked with regular compensation.
 - c. If school is cancelled due to unforeseen circumstances, after the regular work day has begun, bargaining unit members shall be paid their full regular salary and shall not be required to stay on the job if excused by their supervisor.

2. Full Year Bargaining Unit Members:

Full year bargaining unit members are expected to come in on all school closing days. Bargaining unit members that do not report will be charged with a leave day unless excused by their supervisor.

Section G. Duty Free Lunch Hour

All bargaining unit members who work at least four (4) hours in a day shall be entitled to an unpaid thirty (30) minute duty-free lunch period. No bargaining unit member shall be required to take an unpaid lunch of longer than 60 minutes. However, the bargaining unit member and the immediate supervisor or supervisor may mutually agree to an alternate schedule.

Section H. Overtime and Hours of Work

1. The standard work week for all full-time bargaining unit member's shall be forty (40) hours per week. The work week is established as five (5) days a week, Monday through Friday. However, the Board reserves the right to employ one (1) custodian to work Tuesday through Saturday at straight time. It is expressly understood that any and all custodians with a seniority date of June 1, 1987, and/or earlier, shall be exempt from this assignment.
2. Overtime pay shall be 1-1/2 times the hourly rate for all hours worked in excess of forty (40) hours per weekly pay period (except for off-route trips). Overtime sheets shall start on July 1 of each year and end on June 30. No bargaining unit member will be regularly scheduled for more than 8 hours per day without the members consent.
3. Schedules shall not be changed to avoid the payment of overtime. However, the parties can mutually agree to schedule changes through the "Living Agreement" article.
4. All authorized overtime shall be offered to the represented custodial group on a voluntary rotation basis in each building. If the custodian who is next on the rotation list is available to work the overtime (i.e. not using approved vacation or leave time), but refuses the overtime, he/she will forfeit his/her turn to overtime until the next regular turn in the rotation.

Overtime hours which are offered with less than 24 hours notice will not cause a bargaining unit member to forfeit his/her turn on the rotation list.

Section I.

Any bargaining unit member who is not put to work after call-in shall be guaranteed two (2) hours pay at the rate specified in this Agreement.

Section J.

Nothing shall prevent a bargaining unit member from working flexible time when the same is mutually agreed by the bargaining unit member, the Union, and the Immediate supervisor in charge.

Section K.

Bargaining unit members shall prepare and sign time sheets and provide them to their immediate supervisor in a timely and complete manner following work on the designated day.

Section L.

The Employer shall make available, upon the request of the Union and/or the Safety Committee, to all bargaining unit members:

foul weather gear (including rain coats, rain hats, boots), coveralls for handling boilers, gloves, respirators, and safety glasses.

Section M.

A Safety Committee composed of two (2) representatives of the Employer and two (2) representatives of the Union shall meet at the request of the Union for the purpose of discussing safety and promulgating safety regulations.

Section N.

On other teacher work days and/or inservice days, bargaining unit members will be allowed to work at their work sites if given prior approval by the immediate supervisor.

Section O.

In addition to the provisions of Section N., Library Paraprofessionals will be allowed to attend book expositions/reviews up to two (2) days per year with administrative approval.

Section P.

Each year the Board will adopt a school calendar after receiving input from the Association.

ARTICLE 9

PROTECTION OF EMPLOYEES

Section A.

The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline.

Section B.

Any cases of employment-related assault upon a bargaining unit member shall be immediately reported to the Board or its designated representative. The Board shall provide legal counsel when requested to advise the bargaining unit member of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

Section C.

The Board shall reimburse bargaining unit member for any loss, damage, or destruction of clothing or personal property required for employment not covered by the bargaining unit member's personal insurance, while on assigned duty, the loss not being the fault of the bargaining unit member. Claims for such loss shall be processed through the grievance procedure. Eligible losses shall include damage done to private motor vehicles, provided the damage was caused by vandalism or mischievous destruction and proven not accidental. The vehicle must be parked in an assigned or approved parking area. The Board's responsibility shall not exceed \$250.00 (two hundred-fifty dollars) to any individual for any one (1) incident. Loss of money shall not be reimbursed.

Section D.

Bargaining unit members shall exercise care with respect to the safety of pupils and property, and the Board agrees to indemnify and hold harmless any bargaining unit member to the extent he/she is pecuniarily liable in excess of the Michigan Education Association liability insurance in force at the time for any claim for damages to persons or property that arise out of an incident related to his/her employment and further agrees to provide a defense against any such action. Any insurance benefits for which the bargaining unit member is eligible shall apply first and prior to any district responsibility arising out of the incident.

Section E.

Whenever any group or individual brings charges against a bargaining unit member as a result of that bargaining unit member's role in carrying out Board or building policies or supervisor directives, the Board shall provide necessary and sufficient paid leave of absence, legal assistance, and other support required by the bargaining unit member at no charge. All MEA insurance shall be applied first to any claim or judgment.

Section F.

Within the limitations of the law, employees who come in regular contact with students who have serious medical conditions will be fully informed about the type of condition, procedures to follow, and the responsible person to contact if a problem arises with each student.

All necessary procedures and training for dealing with students with medical problems shall be provided in advance, if possible, but in no case later than ten (10) working days after the student's first day of attendance.

ARTICLE 10

JOB DESCRIPTIONS

Section A.

For each classification, job descriptions shall be developed within ninety (90) days after ratification of this Agreement. Said initial descriptions shall be developed by the Employer with input from the Association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions shall include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. A specific statement of required tasks and responsibilities.

ARTICLE 11

VACATIONS

Section A.

Each full-year (52 weeks per year) bargaining unit member shall be granted vacation as follows:

one to five years	=	Hours = to 12 days
six to fourteen years	=	Hours = to 15 days
fifteen years and up	=	Hours = to 20 days

Less than full-year, but more than school year bargaining unit members shall be granted vacation as follows:

one to five years	=	Hours = to 4 days
six to fourteen years	=	Hours = to 6 days
fifteen years and up	=	Hours = to 8 days

To qualify a bargaining unit member must have a school year position that extends through the summer and is scheduled for no less than an average of 9 days per month for the months of July and August.

Section B.

1. Vacation shall be granted at such times during the year as is suitable considering both the wishes of bargaining unit members and the efficient operation of the building concerned. Final decision shall rest with the administration.
2. A vacation may not be waived by a bargaining unit member and double pay received for work during that period unless the extra time is needed and agreed upon by both bargaining unit member and employer. Vacation time shall not accumulate from year to year unless requested and approved by the administration in writing prior to June 30 of the fiscal year.
3. If a bargaining unit member becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled. In the event his/her incapacity continues through the year, he/she shall be awarded payment in lieu of vacation for one week.
4. Two full working days advance notice is required for vacations except in emergency with provision that supervisor can waive the two day notice.

ARTICLE 12

REDUCTION IN FORCE/RECALL

Section A.

Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition.

Section B.

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least sixty (60) days prior to the effective date of layoff. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for which they are qualified, which is held by a less senior bargaining unit member. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

Section C.

In the event of a layoff, the Employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. With the approval of the Employer and the Union, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. If such an agreement is reached, the following form shall-be used:

Individual Agreement

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

Date _____

Signature _____

Bargaining Unit Member

Date _____

Signature _____

Union Representative

Date _____

Signature _____

Employer Representative

Section D.

In the event of a reduction in the work hours in a classification, a bargaining unit member with the greater seniority and who meets the qualification may use same to maintain his/her normal work schedule by displacing a bargaining unit member in part or in whole with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) workdays after written notice from the Employer is received by the affected bargaining unit member(s).

Section E.

A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits (if applicable) by paying the regular monthly per subscriber group rate premium for such benefits to the employer. Prior to the recall of any laid off bargaining unit members, any vacancy as defined in Article 7 will be posted and filled in accordance with the procedure outlined in Article 7. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which he/she is qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to a position for which they are qualified that is not less than 80% in total hours of their former position are obligated to take said work. A bargaining unit member who declines recall to a position meeting these requirements shall forfeit his/her recall rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

Section F.

Bargaining unit members shall retain recall rights for five (5) years from the date of layoff providing they do not refuse recall, resign, or retire.

ARTICLE 13

PROFESSIONAL GROWTH INSERVICE

Section A.

The Association and Board shall jointly assume responsibility for the development and improvement of professional skills, knowledge, and attitudes of the bargaining unit members.

Section B.

The Board shall pay the regular wages and reasonable expenses (including meals, fees, lodging, parking, and/or transportation) incurred by bargaining unit members who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their immediate supervisor. Conferences held within 45 (forty-five) miles of Lakewood shall not provide overnight accommodations unless advance approval is secured from the Superintendents office. A report of the conference, not to exceed two (2) pages, including suggestions to be considered, shall be filed with and considered a part of the expense account sheet. All requests shall be made on the proper conference request form for prior approval.

Section C.

Inservice on safety and first aid shall be made available once each year for all bargaining unit members. In addition, the District will provide at least six hours of paid inservice per year. Each inservice program will last for at least three (3) hours.

ARTICLE 14

EVALUATIONS

Section A.

Evaluations of all bargaining unit members shall be conducted at least every three years. Failure to evaluate a bargaining unit member shall mean that the bargaining unit member's performance is satisfactory.

Section B.

Bargaining unit member's evaluations shall be by observation of bargaining unit member's work. All observation of work for the purposes of evaluation shall be conducted with the full knowledge of the bargaining unit member. Evaluations shall be conducted by the bargaining unit member's immediate supervisor.

Section C.

All evaluations shall be reduced to writing and given to the bargaining unit member within ten (10) days of the final observation. If a supervisor believes a bargaining unit member is less than satisfactory, the following shall apply:

1. Personal observation shall have been made;
2. The reasons shall be set forth in specific terms;
3. Identification of the specific ways in which the bargaining unit member is to improve; and,
4. The assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
5. Each bargaining unit member's evaluation shall include at the conclusion of the report, the statement:
"Considering all factors, the work performance of this bargaining unit member is:

- satisfactory
- needs improvement
- unsatisfactory."

Section D.

At the completion of the initial employment probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.

Section E.

In the event a bargaining unit member is not continued in employment, the Employer shall advise the bargaining unit member of the specific reasons therefore in writing with a copy to the Association.

Section F.

A bargaining unit member who disagrees with an evaluation or recommendation may within five (5) days submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

Section G.

See Appendix B for approved form for evaluation of all bargaining unit members.

ARTICLE 15

NEGOTIATIONS PROCEDURE

Section A.

Prior to the expiration of this Agreement the Association and Board shall begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

Section B.

In any negotiations described in this Article, neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Board and by the Association. The parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section C.

If the Association and Board fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take such action as it deems necessary which is within the scope of the Michigan Employment Relations Commission.

Section D.

When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the work day, any member so engaged shall be released from regular duties without loss of pay.

ARTICLE 16

LEAVES

Section A. Sick Leave

1. At the beginning of each school year, each school year employee will be credited with hours equaling ten (10) days of sick leave. Full year employees will be credited with hours equaling twelve (12) days of sick leave. Sick leave days shall accumulate without limit. During the first three months of work, a new employee will be credited with hours equaling three days of sick leave. The balance of the year's sick leave will be credited upon completion of the three month period.
2. Sick leave may be used for:
 - a. Illness or disability which shall include, in part, all disabilities caused or contributed to or by pregnancy, miscarriage, abortion, child birth, and recovery there from.
 - b. Illness, injury, and/or deaths in the immediate family.
 - c. Birth or adoption of own child (hours equaling 30 sick days maximum).
 - d. Birth or adoption in the immediate family (hours equaling 10 sick days maximum).
 - e. An employee absent because of mumps, scarlet fever, measles, scabies, hepatitis, pink eye, lice, or chicken pox, which can be shown to be attributable to a source in school shall suffer no diminution of compensation and shall not be charged with sick leave for a period of ten (10) days for any one illness.
 - f. Any employee who shall receive worker's compensation benefits shall be charged sick leave only for the prorated difference between the benefits and the employee's full salary. No time shall be deducted from sick leave for the first ten (10) days.

Section B. Personal Business Leave and Leaves for Personal Reasons

1. At the beginning of each school year, school year employees will be credited with hours equaling three (3) personal business leave days. Full year employees will be credited with hours equaling four (4) days of personal business leave. During the first three months of work, no personal leave will be credited. After the completion of the three month period, personal leave will be credited in the aforementioned amounts.
2. Personal days shall accumulate without limit.
3. A bargaining unit member is expected to consider the job paramount and of first concern and use personal leave only for purposes of handling personal affairs which normally cannot be conducted except during work hours. Personal business leave shall not be used for recreational purposes, with the exception of one discretionary day, if eligible.
4. Personal leave cannot be used for any business venture, employment or source of income, or optional requests or activities. It is not for casual or indiscriminate use.
5. All bargaining unit members will be entitled to one discretionary personal day per school year. A leave day taken under this subsection will be subject to the following limitations:
 - a) Only three members per classification may be gone on any one day.
 - b) These days may not be used to extend a school vacation period.
 - c) Three days notice is required unless approved by the Superintendent.
 - d) If more than three (3) bargaining unit members per classification request the same day, days will be granted based upon seniority. No bargaining unit member who requested the day at least thirty days

in advance will have approval rescinded due to the request of a more senior bargaining unit member who makes a request with less than thirty days notice.

6. Immediate family shall include spouse, child, brother, sister, parent, grandparents, grandchildren, in-laws, step-parents, step-children, and any other individuals living in the same household.
7. The granting of personal business leave by the immediate supervisor shall be automatic if in compliance with the policy. He/she shall only report the date and reason as reported by the bargaining unit member. Any question regarding use of personal business leave shall be directed to the Superintendent's office.
8. Other leaves for personal reasons without pay may be granted at the discretion of the Superintendent.
9. A bargaining unit member may make a request directly to the Superintendent when it is desired to be confidential and no reason shall need to be recorded.

Section C. Leaves of Absence for Other Purposes

1. Unpaid leaves shall be granted for not more than one calendar year for the following reasons:
 - a. Medical (physical or mental) illness or disability of the bargaining unit member.
 - b. Child Care.
 - c. Prolonged illness of spouse or child.
 - d. Military mandatory requirements.
 - e. Peace Corps.

Bargaining unit members returning from one of these leaves shall be returned to their former position, or a comparable one.

2. Unpaid leaves may be granted for the following reasons:
 - a. Educational.
 - b. Public office.
 - c. Association office.
 - d. Career exploration.
 - e. Other reasons deemed acceptable by the Board.

Bargaining unit members returning from one of these leaves shall be returned to the first vacancy in the appropriate classification.

3. Any leave may be extended by Board action.

Section D.

Leaves of absence with full pay shall be granted for the following reasons:

1. Jury duty (a bargaining unit member called for jury duty shall be paid the difference between the regularly earned bargaining unit member's pay and the pay for jury duty). The bargaining unit member shall make every effort to report for work if possible. No personal leave day shall be deducted for jury duty.
2. Court appearance when subpoenaed as a witness in any case connected with the bargaining unit member's employment or the school.

3. When attending any function so directed by the administration.

Section E.

The Board may require bargaining unit members to undergo examinations by Board appointed certified physicians. If such examination is required it shall be at the expense of the Board.

Section F. Substance Abuse

1. The Board and the Association declare their mutual interest in maintaining a work environment free of substance abuse and its effects. The parties agree that selling, possessing, consuming, transferring, purchasing, or being under the influence of either alcohol or controlled substances on school property or while performing work on behalf of the District regardless of location, is strictly prohibited. A staff member who violates the above standards may face disciplinary action, up to and including termination.
2. The Association and the Board jointly recognize that the abuse of alcohol and/or controlled substances is a treatable condition and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
3. If, in the Superintendent or designees opinion, alleged substance abuse is causing poor attendance or unsatisfactory job performance by a staff member, the Superintendent or designee may discuss this with the staff member in an interview at which the staff member may have Association representation, and may refer the employee to the Employee Assistance Program. If, however, the staff member has committed a severe offense (e.g. child abuse or sexual misconduct), which requires immediate action, the staff member may face disciplinary action.
4. The Board shall not engage in the testing of staff members in order to determine if they are working under the influence of alcohol or illegal drugs except as required by the Omnibus Transportation Employee Testing Act of 1991.
5. The Board agrees that any staff member with an alcohol or drug abuse problem affecting their performance, who requests diagnosis and participates in a treatment program will not jeopardize his/her job rights or job security so long as job performance improves to the satisfaction of the supervisor. It is further agreed that such problems will be handled in a confidential manner.

Section G. Family Medical Leave

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act (FMLA) of 1993, shall be granted to any employee who has worked a minimum of 1,250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:
 - a. The birth or placement for adoption or foster care of a child;
 - b. Because of serious mental or health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
 - c. Because of the employee's own serious health condition;
 - d. The care of a child under the age of 18, or an older child, incapable of self-care because of a mentor or physical disability.
2. If the leave is taken for a medical reason, the School may require medical certification pursuant to the FMLA.
3. At the option of the employee, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in 1 above.

4. The employer shall continue all health benefits during the twelve (12) week leave consistent with this contract. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset, or recurrence of a serious health condition of the employee, other circumstances beyond the control, or the extension of the unpaid leave, the School shall have the right to recover all premium payments made during the unpaid leave interval.
5. Paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave shall be used where otherwise authorized by this Agreement.

ARTICLE 17

SUBSTITUTES

Section A.

Except in a case of emergency, no bargaining unit member shall have sole responsibility for classrooms or substitute for teachers. The Board will make every attempt to provide a substitute for an absent teacher. If a bargaining unit member is required to cover a classroom in the absence of a teacher, a certified staff member will be designated as the person responsible for the classroom.

Section B.

In the event that it is known in advance that extra work would be available due to a temporary absence in any of the represented classifications covered by this agreement, the work shall first be offered to bargaining unit members, providing they meet the following criteria:

1. They must have made known their interest and qualifications to the building Immediate supervisor in advance.
2. They must be qualified to do the work in question.
3. Their existing work schedule does not conflict with taking on the extra work.

This program shall be administered on a building basis only.

The work shall be offered to the qualified bargaining unit members on an equitable basis.

If no bargaining unit member is available, or meets the above criteria, then a non-member may be offered the work.

ARTICLE 18

ASSOCIATION LEAVE

Section A.

The Employer agrees to grant reasonable time without loss of pay to any bargaining unit member designated by the Association to attend a Representative Assembly, a conference, or to serve in any capacity on other Association business provided that:

1. Written request by the Association is given to the Superintendent at least five (5) work days prior to the absence, and
2. No more than four (4) bargaining unit members may be absent under this provision at any one time.
3. The number of days per year is limited to fifteen (15). These days may be taken in half-day increments (4 hours each).

ARTICLE 19

SUB-CONTRACTING

Section A.

In the event during the term of this Agreement the Board contemplates sub-contracting work that is currently and regularly being done by represented bargaining unit members, the Association shall be notified at the same time formal proposals are requested from subcontractors and provided a copy of the request for proposal. In no case will the notification be less than 30 days prior to the Board taking any action.

Section B.

The Board shall also provide the Association with all pertinent information regarding why subcontracting is being considered and shall allow the Association the opportunity to put forth viable options for Board consideration to keep the work within the bargaining unit. Any pertinent information will be provided within five (5) days of the request.*

Section C.

Any discussions shall occur through the Living Agreement Committee. Neither side gives up any legal rights it may have.

* Note: Days are defined as working days for Central Office.

ARTICLE 20

SENIORITY

Section A.

Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the last three digits of social security number, with the highest number having the highest seniority.

Section B.

Part-time bargaining unit members shall accrue seniority on the same basis as full time. Probationary bargaining unit members shall have no seniority until the completion of the probationary period of ninety (90) work days at which time their seniority shall revert to their first day of work.

Section C.

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

1. Assistant Mechanic/Mechanic Helper
2. Custodial/Maintenance
3. Cleaning Technician
4. Food Service
5. Library (Central Purchasing, Library Paraprofessionals, and Media Assistants)
6. Paraprofessionals (Classroom, At Risk, Title, PPI, Early 4's, Vocational, Special Education Bus, Child Care Workers, Lakewood Community Education).
7. School Nurse
8. Secretary/Clerical
9. Transportation (including DSS and Special Education)
10. Mail Transport and Crossing Guards (if employed by Lakewood Public Schools).

Section D.

The Employer shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted conspicuously at all worksites of the district within thirty (30) workdays after the effective date of this Agreement. Objections to the seniority list must be filed within ten (10) days of the posting of the list, thereafter the list is final and conclusive. Updates to the list will be prepared and posted annually thereafter. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.

Section E.

Any bargaining unit member who has been incapacitated at his/her School District worksite by compensable injury or occupational disease may, at his/her option, fill a vacancy for which he/she is qualified and which he/she can do.

Section F.

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position. Seniority shall continue to accrue while on leave or layoff.

ARTICLE 21

BUS DRIVER WORKING CONDITIONS

The following provisions shall apply to all bus drivers and bus aides:

Section A. Substitutes

The Board shall make every reasonable effort to maintain an adequate list of certified, qualified, and trained substitutes for each worksite.

Section B. Special Education

1. Special Education off-route runs shall be paid at the Special Education hourly rate for driving time only.
2. Drivers with SXI students on the bus shall be given specialized training for dealing with these students, at District expense.
3. The bus rules for special education buses shall be in language the students can understand.

Section C. Student Discipline

1. Any student who receives a third spot conduct shall be suspended from the bus until such time as the principal, driver, supervisor, parent, and student shall meet to determine the necessary corrective action. This policy shall apply to all regular and off-route trips. Bus rules shall be updated as necessary by the supervisors and school administration. Drivers are expected to have input into revisions of the rules through their supervisors.
2. When a driver is not satisfied with the disciplinary support of an administrator, the driver shall have the right to submit a written report to the Superintendent for review.

Section D. General

1. All time spent on stand-by shall be paid at the regular off-route hourly rate.
2. The District shall develop recommended procedures for bussing students in bad weather. The procedures shall be publicized to parents. The District shall adhere to its procedures and support drivers when they do so.
3. Nursery school students shall not ride the school buses unless mutually agreed to by the administrator and the driver.
4. A driver who is at the proper site at the correct time, and must wait for a late bus or buses shall be paid. Payment shall be at off-route rate to the nearest 15 minutes. Failure of the driver to wait shall result in forfeiture of pay.

5. Regular bus runs shall be defined as follows:

Tier 1: Routes <=90 minutes driving time.

Tier 2: Routes >90 and <=110 minutes driving time.

Tier 3: Routes >110 minutes and <= 130 minutes driving time. All driving time over 130 minutes will be paid at Take and Drop Rate.

Times listed are driving times. Driving time will be computed using the following starting and ending points. These points differ depending on where the bus is stored.

BUS AT GARAGE:

AM Routes: Start: When the bus leaves the garage
End: When the bus arrives back at the garage

PM Routes: Start: When the bus leaves the garage
End: When the bus arrives back at the garage

BUS AT DRIVER'S HOME:

AM Routes: Start: When the bus leaves the driver's home
End: When the bus leaves the last school

PM Routes: Start: When the bus arrives back at the first school
End: When the bus arrives back at the driver's home

Drivers will be placed on tiers by the supervisor at the beginning of each year. Beginning during the last week of September and prior to the second Friday in October a request may be made for a change in tier placement. The supervisor will respond to the request within ten days, either approving or denying the tier adjustment and giving reasons for the decision. If such a change is indicated, the tier will be changed retroactive to the beginning of the year. If a driver appeals the denial of a tier adjustment, the supervisor will drive the route with the driver present to make a final determination within fifteen (15) days of the appeal. If an unusual route change occurs, an adjustment of tier assignment may be requested during the school year using the aforementioned procedure.

6. Tier placement for routes is based on driving time only. Inspection, cleanup, fueling, etc. is included in the route rate pay.
7. Drivers of hourly rated runs will be paid one additional hour per pay period for gas and clean-up time.
8. A supervisor shall be available to be contacted (by radio or phone) for assistance any time a bus is out. Drivers will be supplied with a list of contact personnel phone numbers for use if emergencies occur during after hour trips.
9. One week prior to the first student day of school each driver will be given his/her route(s), and list of students with addresses and telephone numbers. The driver will be paid two (2) hours of off-route pay for each different route to run the route and contact the parents of each student. The bus supervisor will determine which routes must be run.
10. All meeting, inservice, trainings, breakdown, or other job related duties will be paid at Take and Drop rate. Each meeting, inservice, and training will be a minimum of one hour.

ARTICLE 22

BUS DRIVER OFF-ROUTE TRIPS

Section A.

1. It is understood that the primary and major responsibility for regular bus drivers shall be their regular morning and night runs. The bus supervisor may assign an off-route trip that conflicts with a driver's regular run only in extraordinary circumstances. However, if an off-route trip is expected to last, three (3) or more hours, and if an experienced substitute for the regular run is available, the regular run drivers shall have first priority to take the off-route trip.
2. Supervisors, mechanics, assistant mechanics, or substitutes shall be given off-route trips (paid) only after all eligible bargaining unit members on the off-route list have refused the assignment.
3. Coaches qualified to drive bus may drive students on those trips for the sports they coach.
4. Any certified bus driver may volunteer, without pay, to drive a bus for an off-route trip, provided the bus driver is next on the rotation list to be offered the trip.
5. Bus supervisors and bus mechanics, when certified, may be assigned to driving responsibilities only in emergency situations and when a regular driver is not available.

Section B.

1. A driver desiring to drive off-route trips shall notify the bus supervisor and ask that his/her name be placed on the off-route chart.
2. Off-route driving shall be covered by the use of an off-route chart, and off-route trips shall be offered in a rotation based on seniority. Off-route driving that is refused shall be charged on the off-route chart. The off-route chart shall be posted in a conspicuous location. Trips that are cancelled or postponed shall not be counted against the driver.
3. On off-routes which conflict with regular runs the driver shall get his/her regular run rate for the first 1-1/2 hours (or two hours for extended runs) and the off-route hourly rate for all additional hours. However, if an off-route trip is expected to last three (3) or more hours and if an experienced substitute for the regular run is available, the regular run drivers shall have first priority to take the off-route trip.
4. Off-route driving pay shall start when inspection begins or the bus leaves the point of origin (bus storage) if inspection is not required. Time shall end when the bus returns to the point of trip origin. However, special arrangements shall be made for overnight trips.

Time shall be kept to the nearest quarter hour. Off-route drivers shall be responsible for returning the buses clean and neat on the inside. Fifteen minutes cleanup time shall be added on to the trip for cleanup, whenever necessary.

5. Meals shall not be reimbursed.
6. Except in the case of emergency, off-routes shall be posted at the worksite in question at least forty-eight (48) hours prior to the trip and the driver shall be notified at least 24 hours prior to the trip.
7. Mechanics shall assign buses for off-route trips.

8. If an off-route trip is cancelled or reassigned away from a regular driver who had previously agreed to take the trip and the driver is not given at least three (3) hours advance notice, then the driver shall be paid for one (1) hour's off-route pay, except in cases of severe weather.
9. The Board of Education agrees to define driver and chaperone responsibilities for off-route trips and to jointly work out this agreement with bus drivers and other personnel.
10. The driver shall be notified in advance if he/she needs to bring a sack lunch.
11. Bus drivers shall be knowledgeable about the route to be traveled. If not, they should contact the supervisor before the trip for directions.
12. The Board shall reimburse the driver for one paid admission to the event when necessary.
13. The driver shall be responsible for the reasonable protection and care of the bus during waiting periods on off-route trips. Buses shall be checked for damage or vandalism at least every 45 minutes, or more often if conditions warrant to prevent damage.
14. Drivers will be paid for all required meetings and inservices at off route rate unless it conflicts with their regular run. Drivers will be paid regular rate for only the hours that conflict. A minimum of one hour's pay will be given for each meeting.
15. All take and drop rates will be paid at the Take and Drop rate, with a two hour pay minimum.

ARTICLE 23

HOLIDAYS

Section A.

Bargaining unit members covered by this Agreement shall receive the following paid holidays each year, provided such bargaining unit members are on the active payroll at the time of the holiday:

- Labor Day
- Friday before Labor Day (full time full year only)
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day

For a bargaining unit member working less than a full shift (8 hours) holiday pay shall be computed on a prorated basis.

When the holiday falls on Saturday or Sunday, the Employer shall decide whether it shall be observed on Friday or Monday.

Bargaining unit members who work a non-typical schedule, which coincides with a paid holiday, will receive holiday pay for their normally scheduled hours or their average daily hours, whichever is greater. Bargaining unit members whose work schedule does not coincide with a paid holiday will receive holiday pay based on their average daily hours.

Any bargaining unit member working on a holiday shall receive time and one-half (1-1/2) in addition to regular holiday pay.

It is mutually agreed that if other bargaining unit members or group of bargaining unit members of the Lakewood School System receive or are given additional holidays during the term of this agreement, that all bargaining unit members shall receive an equal number of additional paid holidays.

ARTICLE 24
FRINGE BENEFITS

Section A. Insurance

The Board shall provide insurance coverage, to all full-time/full-year bargaining unit members as set forth below.

1. For employees choosing a health insurance plan, the PAK A includes:
 - a. BCBSM Flexible Blue Plan 2; \$1,250 Single/\$2,500 Double/Family deductible fully funded by the District; Rx copay: 0% after deductible
 - b. Dental Plan 80/80/80/\$2,000
 - c. Vision Plan with benefit levels comparable to VSP3
 - d. \$20,000 Negotiated Life with AD&D
 - e. Long term disability as specified below

2. For employees choosing the MESSA PAK B, it includes:
 - a. Dental Plan 80/80/80/\$2,000
 - b. Vision Plan with benefit levels comparable to VSP3
 - c. \$20,000 Negotiated Life with AD&D
 - d. Other elective MESSA health care options
 - e. Cash (equal to \$510.00 minus the cost of a. – d. above) under an IRS qualified Section 125 Plan. The cash can be retained as such or used as provided in Section B. below.

Bargaining unit members have the option to retain dental and vision through MESSA at same or lower cost than the plans specified above.

3. Unless a longer period of payment is required under the Family and Medical Leave Act, any full-time/full-year bargaining unit member who uses his or her last sick day and/or personal day shall have that month's and the next month's premiums paid by the board.
Should the employee still not be able to return to work, he or she must apply for a health leave of absence when sick and personal business days have been exhausted.

4. A full-time/full-year bargaining unit member may continue their insurance plans by self-paying premiums directly to the business office in advance each month while on an unpaid leave of absence.

5. PAK A and PAK B will include a MESSA long-term disability policy with the following specifications:

LTD Benefit	66-2/3% of Max Eligible Salary
Maximum Monthly Benefit	\$3,500
Qualifying Period	90 Calendar Days
Elimination Period	Modified Fill
COLA	No
Alcoholism/Drug	Two Years
Mental/Nervous	Two Years
Minimum Payout	5% Minimum Payout
Pre-Existing Limits	Waived
	Family Social Security Offset
	No Survivor Income
	Freeze on Offsets
	No Educational Supplement
	2 Year Own Occupation

Any amounts in excess of the Board's contributions will be payroll deducted as a condition of the Master Agreement pursuant to the authority set forth in MCLA 408.477.

Section B.

Payroll deductions for insurance options and annuities are available through the business office.

Section C. Life Insurance

The District shall provide without cost to less than full-time/full-year bargaining unit members MESSA Negotiated Term Life Insurance in the amount of \$20,000 with AD&D.

Section D. Retirees

Any bargaining unit member who is currently receiving benefits under the Michigan Public School Employees Retirement System will be reimbursed by the Board for his/her portion of the insurance premiums deducted from the retirement check up to the amount of retirement contributions that the District would have otherwise paid on behalf of the member. The calculation of the maximum reimbursement for insurance premiums will be based on a year beginning October 1 and ending on September 30. This provision applies to self only if the bargaining unit member does not qualify for Medicare.

The amount will be reimbursed quarterly upon receipt by the Board of verification of the insurance premium deduction.

ARTICLE 25

"LIVING AGREEMENT" PROVISION

Section A.

The parties agree that the Master Agreement is designed to be a "living agreement." To this end, the parties agree:

1. Representatives of the Board and the Association shall meet at least once bi-monthly to discuss problems, concerns, and any other issues of concern. Either side has the right to raise any issue it deems appropriate. The LESPA President and the Superintendent shall establish an agenda for the meeting at least one week prior to it. Neither side shall be limited in its representatives. However, at a minimum, the group shall include the Superintendent, at least one School Board member, the LESPA President, and another LESPA Executive Board member.
2. The first meeting shall occur within two (2) months after ratification of this Agreement.
3. It is expressly understood that this group may negotiate changes in the Master Agreement subject to ratification by the LESPA membership and the School Board. All such agreements shall be in writing.

ARTICLE 26

MISCELLANEOUS PROVISIONS

Section A.

Copies of this Agreement shall be prepared at the expense of the Board and presented within thirty (30) days of ratification to all Association members and probationary employees now or hereafter employed by the Board.

Section B.

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

Section C.

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

ARTICLE 27

DURATION

This Agreement shall continue in effect until the 30th day of June 2010.

LAKEWOOD EDUCATIONAL
SUPPORT PERSONNEL

By _____
(President)

Date _____

By _____
(Secretary)

Date _____

LAKEWOOD BOARD OF EDUCATION

By _____
(President)

Date _____

By _____
(Secretary)

Date _____

APPENDIX A. LESPA SALARY SCHEDULE**1 WAGES**

	2007/2008	2008/2009	2009/2010
	1.75%	1.85%	1.85%
SCHOOL NURSE	17.75	18.08	18.41
SECRETARY/CLASS 1			
General			
Step 1	12.05	12.27	12.50
Step 2	13.40	13.65	13.90
Step 3	14.14	14.40	14.67
Step 4	14.71	14.98	15.26
Step 5	15.59	15.88	16.17
Step 6	16.32	16.62	16.93
Longevity (10 yrs/8 yrs effective 2008/2009)	16.69	17.00	17.31
Longevity 2 (15 years)	16.84	17.15	17.47
SECRETARY/CLASS 2			
Elementary			
Step 1	12.62	12.85	13.09
Step 2	13.93	14.19	14.45
Step 3	14.66	14.93	15.21
Step 4	15.23	15.51	15.80
Step 5	15.80	16.09	16.39
Step 6	16.49	16.80	17.11
Longevity (10 yrs/8 yrs effective 2008/2009)	16.88	17.19	17.51
Longevity 2 (15 years)	17.03	17.35	17.67
SECRETARY CLASS 3			
MS, HS, Bookkeeper, Community Ed.			
Step 1	12.77	13.01	13.25
Step 2	14.13	14.39	14.66
Step 3	14.85	15.12	15.40
Step 4	15.49	15.78	16.07
Step 5	16.14	16.44	16.74
Step 6	16.88	17.19	17.51
Longevity (10 yrs/8 yrs effective 2008/2009)	17.22	17.54	17.86
Longevity 2 (15 years)	17.37	17.69	18.02
SECRETARY/REGISTRAR			
Step 1	14.30	14.56	14.83
Step 2	15.64	15.93	16.22
Step 3	16.37	16.67	16.98
Step 4	17.06	17.38	17.70
Step 5	17.66	17.99	18.32
Step 6	18.41	18.75	19.10
Longevity (10 yrs/8 yrs effective 2008/2009)	18.76	19.11	19.46
Longevity 2 (15 years)	18.91	19.26	19.62

APPENDIX A. LESPA SALARY SCHEDULE**2007/2008 2008/2009 2009/2010**

LIBRARY CENTRAL PURCHASING	17.11	17.43	17.75
LIBRARY PARAPROFESSIONAL			
Elementary			
Step 1	13.14	13.38	13.63
Step 2	13.93	14.19	14.45
Step 3	14.72	14.99	15.27
Step 4	15.48	15.77	16.06
Step 5	16.26	16.56	16.87
Longevity (10 yrs/8 yrs effective 2008/2009)	16.45	16.75	17.06
Longevity 2 (15 years)	16.60	16.91	17.22
LIBRARY PARAPROFESSIONAL			
Middle School/Class 2			
Step 1	13.35	13.60	13.85
Step 2	14.10	14.36	14.63
Step 3	14.88	15.16	15.44
Step 4	15.65	15.94	16.23
Step 5	16.45	16.75	17.06
Longevity (10 yrs/8 yrs effective 2008/2009)	16.64	16.95	17.26
Longevity 2 (15 years)	16.79	17.10	17.42
MEDIA ASSISTANT			
High School/Class 3			
Step 1	13.50	13.75	14.00
Step 2	14.27	14.53	14.80
Step 3	15.03	15.31	15.59
Step 4	15.85	16.14	16.44
Step 5	16.65	16.96	17.27
Longevity (10 yrs/8 yrs effective 2008/2009)	16.83	17.14	17.46
Longevity 2 (15 years)	16.98	17.29	17.61
CAFETERIA			
Step 1	12.61	12.84	13.08
Step 2	13.21	13.45	13.70
Step 3	13.80	14.06	14.32
Step 4	14.40	14.67	14.94
Step 5	14.99	15.27	15.55
Longevity (10 yrs/8 yrs effective 2008/2009)	15.18	15.46	15.75
Longevity 2 (15 years)	15.33	15.61	15.90

APPENDIX A. LESPA SALARY SCHEDULE

2007/2008	2008/2009	2009/2010
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TEACHER PARAPROFESSIONAL

Mail

Step 1	12.52	12.75	12.99
Step 2	13.33	13.58	13.83
Step 3	14.10	14.36	14.63
Step 4	15.40	15.68	15.97
Step 5	15.69	15.98	16.28
Longevity (10 yrs/8 yrs effective 2008/2009)	15.86	16.15	16.45
Longevity 2 (15 years)	16.01	16.31	16.61

BUS DRIVERS - Route

Tier 1	25.61	26.08	26.56
Tier 2	30.73	31.30	31.88
Tier 3	34.13	34.76	35.40

BUS DRIVER - Hourly

Off Route	10.14	10.33	10.52
Special Education	17.89	18.22	18.56
Voc Ed	14.71	14.98	15.26
At Risk *	13.36	13.61	13.86
Take and Drop**	15.00	15.28	15.56
Band	12.14	12.36	12.59
Shuttle	17.06	17.38	17.70

*Minimum pay of 1 hour per route. One hour minimum affects At Risk runs only. No other rates within classification are subject to this agreement.

**Minimum pay of 2 hours per route.

HEALTH PARAPRO**SPED ED BUS PARA PRO**

Step 1	12.74	12.98	13.22
Step 2	13.52	13.77	14.02
Step 3	14.31	14.57	14.84
Step 4	15.63	15.92	16.21
Step 5	15.91	16.20	16.50
Longevity (10 yrs/8 yrs effective 2008/2009)	16.07	16.37	16.67
Longevity 2 (15 years)	16.22	16.52	16.83

MECHANIC HELPER

Step 1	12.39	12.62	12.85
Step 2	13.13	13.37	13.62
Step 3	13.85	14.11	14.37
Step 4	14.58	14.85	15.12
Step 5	15.32	15.60	15.89
Longevity (10 yrs/8 yrs effective 2008/2009)	15.58	15.87	16.16
Longevity 2 (15 years)	15.73	16.02	16.32

APPENDIX A. LESPA SALARY SCHEDULE

	2007/2008	2008/2009	2009/2010
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CUSTODIANS

Start	13.45	13.70	13.95
Six (6) months	14.40	14.67	14.94
One (1) year	15.34	15.62	15.91
Eighteen (18) months	16.24	16.54	16.85
Two (2) years	17.22	17.54	17.86
Longevity (10 yrs/8 yrs effective 2008/2009)	17.49	17.81	18.14
Longevity 2 (15 years)	17.64	17.97	18.30

CLEANING TECH

Step 1 (0-12 months)	9.56	9.74	9.92
Step 2 (12-24 months)	10.34	10.53	10.72
Step 3 (24-36 months)	11.11	11.32	11.53
Step 4 (36-48 months)	11.88	12.10	12.32
Step 5 (48 months - longevity)	12.66	12.89	13.13
Longevity (10 yrs/8 yrs effective 2008/2009)	13.45	13.70	13.95
Longevity 2 (15 years)	13.60	13.85	14.11

MAINTENANCE/ASSISTANT MECHANIC

Start	14.92	15.20	15.48
Six (6) months	15.80	16.09	16.39
One (1) year	16.73	17.04	17.36
Eighteen (18) months	17.55	17.87	18.20
Two (2) years	18.50	18.84	19.19
Longevity (10 yrs/8 yrs effective 2008/2009)	18.76	19.11	19.46
Longevity 2 (15 years)	18.91	19.26	19.62

LESPA sub rate (excluding transportation)	9.00	9.17	9.34
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2. LONGEVITY

A. Bus driver shall receive longevity pay on the following basis:

Completion of 5 years	125.81	128.14	130.51
Completion of 10 years	157.23	160.14	163.10
Completion of 15 years	167.77	170.87	174.03

Bus Driver longevity payments will be made on the first paycheck in December for drivers active as of that payroll. Longevity payments shall be increased by the same percentage increase as the wage schedule.

B. For all other bargaining unit members, each bargaining unit member upon the completion of the required years of employment shall be eligible for the longevity step effective with the first pay period following the required years of service.

3. FOOD TRANSPORT

The premium for cafeteria bargaining unit members who transport food shall be 20 cents per person per hour.

4. HOURLY PREMIUM

Any bargaining unit member who possesses either certification in his/her position (for example, DISTAR, certified paraprofessional) or who possesses at least thirty (30) semester hours or its term equivalent from an accredited college or university shall receive an hourly premium of 35 cents per hour. The college credit hours shall be in a course of study which is related to the employee's work. (e.g. child growth and development, psychology, teaching methods courses, etc.) The college credit hours shall be earned during the course of employment with the District. Courses shall require prior approval by the Administration.

5. In lieu of sick days, holidays, and personal days Community Education Representatives receive 35 cents per hour premium pay.

6. For full time full year bargaining unit members with health insurance the wage increase above will be subject to the following adjustments based on the increase in premium for full family coverage:

<u>Increase in Insurance</u>	<u>Adjustment to wage increase</u>
7.01% to 9.5%	-0.25%
9.51% to 12.0%	-0.50%
12.01% to 14.5%	-0.75%
14.51% to 17.5%	-1.00%
17.51% +	-1.25%

APPENDIX B. EVALUATION FORM

PERSONNEL EVALUATION

Name: _____

Building: _____

Supervisor: _____

Date: _____

Please fill out the evaluation sheet on the above named employee. Place a check by each one of the characteristics that best describes this employee. Both employee and supervisor are to sign at the bottom. Return one copy to the Superintendent's Office. Additional copies are to be kept by the employee and the supervisor.

ACCURACY OF WORK

Is accurate _____
 Is fairly accurate _____
 Makes numerous errors _____

USE OF WORKING TIME

Very busy _____
 Busy _____
 Acceptable _____
 Very wasteful _____

HANDLES RESPONSIBILITY

Seeks and handles well _____
 Acceptable _____
 Avoids responsibility _____

TAKES INITIATIVE

Always _____
 Occasionally _____
 Seldom _____

ATTENDANCE

Never tardy _____
 Occasionally tardy _____
 Often tardy _____

ATTITUDE TOWARD FELLOW WORKERS

Cooperative _____
 Good _____
 Acceptable _____
 Uncooperative at times _____

ATTITUDE TOWARD SUPERIORS

Very respectful, helpful _____
 Cooperative _____
 Acceptable _____
 Does not cooperate _____

PERSONAL APPEARANCE, CLEANLINESS

Acceptable _____
 Needs improvement _____
 Unacceptable _____

ENTHUSIASM

Better than average _____
 Average _____
 Very little _____

OVERALL JOB PERFORMANCE

Exceptional _____
 Above average _____
 Average _____
 Below Average _____

HANDLING OF EQUIPMENT OR PROPERTY

Careful _____
 Acceptable _____
 Careless _____

COURTESY

Courteous, well-mannered _____
 Conscientious of others feelings _____
 Occasionally impolite to coworkers or others _____

COMMENTS: (Attach additional page if needed)

Overall job performance: Satisfactory _____ Needs Improvement _____ Unsatisfactory _____

Employee signature _____

Supervisor signature _____

APPENDIX C. QUALIFICATIONS OF TITLE I PARAPROFESSIONALS

1. Paraprofessionals hired on or before January 8, 2002 and required by the *No Child Left Behind Act of 2001*, 20 USC 6301 et seq., to meet the requirements of 20 USC 6319 © by January 8, 2006 shall:
 - a. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
 - b. Be allowed to elect which of the three options below he/she will elect in order to satisfy requirements of 20 USC 6319 ©:
 1. Completion of at least 2 years of study at an institution of higher education; or
 2. Obtain an associate's (or higher) degree; or
 3. As defined by the Michigan State Department of Education, meet a rigorous standard of quality and demonstrate, through formal State academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics.
2. The Employer will pay up to a maximum of \$75.00 per paraprofessional toward expenses incurred between January 1, 2004 and January 7, 2006 to meet the requirements of 20 USC 6319©. Eligible costs include any testing, pre-testing, and/or instruction and material costs to prepare for tests necessary to be deemed qualified under ESEA. Reimbursement will be made within 30 days after the receipts are turned in.
3. Paraprofessionals hired on or before January 8, 2002 and required by the *No Child Left Behind Act of 2001* to meet the requirements of 20 USC 6319 © shall be provided professional development training by the Board regarding the *No Child Left Behind Act of 2001* and the requirements of 20 USC 6319 ©. For those paraprofessionals electing to meet the requirement of 20 USC 6319 © by a formal academic assessment, training shall be provided to assist in the satisfactory completion of the assessment. Training provided during work hours will be paid at the bargaining unit member's regular hourly rate.
4. An employee subject to the requirements of 20 USC 6319 © who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs provided he/she does not otherwise apply for and receive a vacancy and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.