



AGREEMENT

BETWEEN

L'ANSE CREUSE BOARD OF EDUCATION

AND

**L'ANSE CREUSE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

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JULY 1, 2006 - JUNE 30, 2009

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L'Anse Creuse Public Schools
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**L'ANSE CREUSE PUBLIC SCHOOLS
2006 - 2009
L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION CONTRACT**

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2006-2009 AGREEMENT

between the

BOARD OF EDUCATION OF THE L'ANSE CREUSE PUBLIC SCHOOL DISTRICT

and the

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

THIS AGREEMENT made this first day of July, 2006, by and between the Board of Education of the L'Anse Creuse Public School District, Macomb County, Michigan, hereinafter called the "Board" and the L'Anse Creuse Educational Support Personnel Association, hereinafter called the "Association".

WHEREAS the laws of the State of Michigan (Act 379, P. A. 1965) authorize collective bargaining between public employers and their Employees with respect to hours, wages, and terms and conditions of employment.

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

(a) The Board recognizes the L'Anse Creuse Educational Support Personnel Association as the exclusive bargaining representative for all Office Employee Personnel including all Business Office Personnel, Secretaries, and Clerk/ Secretaries employed by the Board, excluding the positions of Executive Secretary to the Superintendent, Accountant, Director of Finance, Assistant Executive Secretary to the Superintendent, Secretary to the Assistant Superintendent for Business and Operations, Benefits Facilitator, Confidential Labor Relations Secretary, Secretary to the Assistant Superintendent for Curriculum and Instruction, Secretary to the Executive Director for Student Services and Special Projects, Secretary to the Executive Director for Support Services, Secretary to the Executive Director for Instructional Support, Confidential Human Resources Secretary and Secretary to the Director of Special Services excluded by M.E.R.C. ruling.

Individuals presently in the positions of Secretary to the Executive Director for Support Services (Wendy Berger), Personnel Office Clerk (Roxann Brege) and Secretary to the Executive Director for Instructional Support (Linda Lohrer) will have the option of remaining in their current bargaining unit position or moving to the out of unit positions. If any of the individuals decide to remain in the bargaining unit positions, when they leave the bargaining unit position the position will be moved out of the LCESPA unit. Individuals who choose to move out of the bargaining unit and into the new nonaffiliated positions will be grandfathered according to Article XXV(C) for unit seniority.

The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used hereinafter in this Agreement, it shall mean the person holding that title or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement. Any reference to an administrator in the Agreement shall mean the person holding that administrative position or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement.

The term "Employee" when used hereinafter in this Agreement shall refer to all Employees represented by the Association in the bargaining and negotiating unit as above defined including female and male Employees.

(b) Agency Shop

1. Within thirty (30) days of the effective date of this Agreement or within fifteen (15) days after the completion of the probationary period, whichever is latest, each Employee, as a condition of employment, shall:

Tender the current membership dues to the Association, or as an alternative, tender a service fee to the Association in such an amount as the Association may prescribe (but in no event shall such amount exceed the current monthly dues required of Association members).

2. After the conclusion of the prescribed time period the Association may certify to the Board the name of any Employee who failed to exercise one of the options set forth in 1. above. Such certification shall include a statement of the Association's good faith attempt to inform the Employee of the options available and of the Employee's refusal to exercise either of them.
3. After receiving the Association's certification, the Board shall notify such Employee, in writing, that his/her employment with the school district will be terminated in thirty (30) days. It is understood that payment or authorization of dues or the service fee within the thirty (30) day period shall revoke the termination notice.
4. Any Employee dismissed under the provisions of this section and who, at a later date, is rehired shall pay, as a condition of reemployment, all unpaid membership dues or service fees which were due and owing to the Association when such Employee left the District, provided that the Association certifies to the Board, not later than thirty (30) days after such Employee's dismissal takes effect, the total amount of unpaid dues or service fees. Such certification shall include a statement of the Association's good faith attempt to collect the amount outstanding and of the Employee's refusal to pay.
5. The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of

action taken by the Employer for the purpose of complying with this section of the Agreement.

(c) Dues Deduction and Service Fee

1. The Board shall deduct Association dues or a service fee from the paycheck of each Employee for whom the Association has furnished the Employer a signed authorized payroll deduction card.
2. Such deductions shall continue until the Employee, in writing, revokes his/her authorization or his/her services with the district are terminated, whichever occurs first.
3. Such deductions shall be made on a bi-weekly basis in equal installments. If a Group A or Group B Employee elects to have his/her pay spread over 52 weeks, he/she shall make written notification to the Association President that he/she desires to notify the Payroll Department that no payroll deduction's for Association dues shall be made for months not worked. Said letter shall be counter-signed by the Association President and forwarded to the Payroll Department.
4. All deductions will be forwarded by the Board to the Association Treasurer. The Association President will furnish the Employer with the name and address of the Association Treasurer.
5. The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section of the Agreement.

ARTICLE II

MANAGEMENT RIGHTS

(a) Authority of Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board 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 operation and to direct the working forces and affairs of the L'Anse Creuse Public 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, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, 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, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations but not in conflict with the provisions of this Agreement.
6. Determine the qualifications of Employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, and subdivisions, buildings, or other facilities.
8. Determine the placement of operations, service, maintenance or assignment of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Employees as provided for in this Agreement.
11. Determine the policy affecting the selection and training of Employees but not in conflict with the provisions of this Agreement.

(b) The above are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

(a) The Board agrees to furnish the Association in response to reasonable requests to the Superintendent of Schools such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the Employees.

(b) The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of Employees.

(c) Off-street parking facilities shall be provided all Employees.

(d) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any Employee organization.

(e) An Employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the Employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed three hundred and fifty dollars (\$350.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

Any case of assault upon an Employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the Employee of his/her rights.

Any time lost by an Employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

(f) The Association shall have the right to post notices of activities and matters of Association concern on an office bulletin board in each building. The Association will be allowed the use of the inter-district mail service for communication to its membership.

(g) New Employees shall receive a copy of the current Educational Support Personnel Contract from the Personnel Office or Payroll Department.

(h) Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the IRS.

(i) Thirty (30) days following the proofing/ratification of the tentative agreement package by both the Board and the Association, the printed contract shall be provided for Association members.

ARTICLE IV

STRIKES

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not instigate, participate in, encourage or support any strikes as defined in Public Act 379 of 1965, Michigan, as amended, against the Board by an Employee or group of Employees.

ARTICLE V

WORKDAY/WORKWEEK

(a) The workday/workweek for all full time personnel will be standardized (exclusive of lunch time) as follows:

37.5 hours per week or 7.5 hours per day.

(b) Relief time – A full time employee shall be provided a fifteen (15) minute relief period in the morning and in the afternoon. A six (6) hour employee shall be provided one (1) fifteen (15) minute break during the workday.

(c) An Employee may request a lunch period of either thirty (30) minutes or forty-five (45) minutes at the beginning of each school year on an annual basis. The determination shall be made by the building and/or immediate administrator.

(d) Employees may leave the building during their lunch period.

(e) Under normal conditions a place will be provided for Employees to eat if they choose to eat in the building.

(f) Without reduction in the weekly gross earnings of Employees, the uniform work hours for all Group C and Group B regularly scheduled Employees during the month of July shall include a one-half (1/2) hour early release time.

(g) By mutual agreement with the immediate supervisor and the Superintendent, a workday flex schedule may be established on an annual basis at the beginning of the school year.

(h) Workweek (Part-time): The Board shall employ no greater than thirteen (13) part-time Employees. Part-time Employees shall be those Employees whose work day is less than the standard workday as defined in this Agreement. Part-time Employees shall work four (4) hours or six (6) hours per day according to the Group A work calendar.

The Board shall provide part-time Employees all contractual benefits pro-rated on a full time basis.

1. Any additional part-time positions would require mutual agreement by the Association and the Board.
2. All part-time positions will be posted according to procedures outlined in ARTICLE XXIII, VACANCIES, including location and hours of work.
3. A current full time position shall not be reduced to a part-time position without an agreement by the Association and the Board.
4. The Board of Education shall provide to part-time Employees not receiving Medical Insurance a monthly stipend prorated in accordance with the stipend amount listed in Article 13 (a) for four (4) hour Employees and for six (6) hour Employees, providing members are not a spouse and/or dependent of an employee covered by any district health insurance policy; plus Group Life Insurance protection in the amount of \$30,000 with additional \$30,000 accidental death and dismemberment insurance that will be paid to the Employee's beneficiary.
5. Part-time Employees shall be covered by all other Articles in this current Agreement.
6. If a part-time Employee is requested to work beyond their contractual workday or workweek, they shall be paid at their current hourly rate for those hours worked up to 40 hours per week.

ARTICLE VI

WORK WEEKS

(a) Group C Employees shall work according to the calendar in Article XXXVIII, CONTRACT CALENDAR.

(b) The number of weeks for Elementary and Secondary Secretaries will be according to the calendar included in ARTICLE XXXVIII, CONTRACT CALENDAR.

(c) The number of weeks for Clerk/Secretary will be according to the calendar included in ARTICLE XXXVIII, CONTRACT CALENDAR.

(d) Group A and Group B Employees who voluntarily work beyond their regularly scheduled work weeks shall be entitled to all benefits (such as vacations, holidays, and sick leave accumulation) as set forth in this Agreement prorated only on the number of weeks worked beyond their regularly scheduled work year.

ARTICLE VII

OVERTIME

(a) Upon the approval of the immediate supervisor, overtime will be paid at the rate of time and one-half. Overtime shall be paid after forty (40) hours per week.

Double time shall be paid for:

1. Sundays - double time
2. Holidays - double time plus regular holiday pay = triple time
3. Paid Days - time and one-half plus regular pay. Paid days off are those days listed on the Agreement calendar schedule and are exclusive of those days designated as Holidays in ARTICLE XI, HOLIDAYS, (page 16) and exclusive of vacation days.

If any Employee requests to work on a Sunday or Holiday at their convenience when requested by the Employer to work overtime at other times, he/she will be paid at the rate of time and one-half.

(b) An Employee shall not be required by his/her supervisor to work through his/her lunch period except in an emergency situation. If so required to work, he/she shall receive time and one-half pay if his/her workday is in excess of eight (8) hours.

(c) During periods of layoff, reasonable attempts to curtail overtime will be made by the Board.

(d) Paid days off are days listed in the calendar schedule, ARTICLE XXXVIII, CONTRACT CALENDAR SCHEDULE 2006-2009 and are exclusive of those days that are designated as HOLIDAYS, in ARTICLE XI, and exclusive of vacation days. Paid days off shall be paid to seniority Employees as they occur.

ARTICLE VIII

CLERICAL SALARY STRUCTURE 2006/2007 (1.5% INCREASE)								
2006/2007	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLASS 1	11.68	12.86	13.62	14.32	14.91	15.51	16.11	16.76
CLASS 2	12.25	13.50	14.31	15.04	15.67	16.27	16.92	17.58
CLASS 3	13.03	14.31	15.16	15.96	16.60	17.24	17.97	18.63
CLASS 4	13.80	15.14	16.11	16.91	17.55	18.31	19.01	19.77
CLASS 5	14.63	16.05	17.06	17.92	18.60	19.39	20.17	20.91

CLERICAL SALARY STRUCTURE 2007/2008 (2.5% INCREASE)								
2007/2008	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLASS 1	11.97	13.18	13.96	14.68	15.28	15.90	16.51	17.18
CLASS 2	12.56	13.84	14.67	15.42	16.06	16.68	17.34	18.02
CLASS 3	13.36	14.67	15.54	16.36	17.02	17.67	18.42	19.10
CLASS 4	14.15	15.52	16.51	17.33	17.99	18.77	19.49	20.26
CLASS 5	15.00	16.45	17.49	18.37	19.07	19.87	20.67	21.43

CLERICAL SALARY STRUCTURE 2008/2009 (3.0% INCREASE)								
2008/2009	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLASS 1	12.33	13.58	14.38	15.12	15.74	16.38	17.01	17.70
CLASS 2	12.94	14.26	15.11	15.88	16.54	17.18	17.86	18.56
CLASS 3	13.76	15.11	16.01	16.85	17.53	18.20	18.97	19.67
CLASS 4	14.57	15.99	17.01	17.85	18.53	19.33	20.07	20.87
CLASS 5	15.45	16.94	18.01	18.92	19.64	20.47	21.29	22.07

Note: Group A and Group B employees may request the district to deduct 4/26 or 3/26 of their pay and to be returned to them in 3 or 4 equal payments over the summer months.

If a fiscal year includes 27 pays, the deduction would be 4/27 or 3/27 of their pay to be returned to them in 3 or 4 equal payments over the summer months.

(a) All increments will be paid as follows:

1. Current employees covered by this contract will receive their step increment effective as of July 1, 2004 and every year thereafter on July 1st.
2. New employees hired after the ratification date of this contract will receive their step increment as follows:
 - a. Employees hired between March 1 and June 30 will receive their step increment the following July 1st (1½ years).
 - b. Employees hired between July 1st and February 29 will receive their step increment on the next July 1st date.

(b) All current and new clerical employee salary payments will be made by paryroll direct deposit.

WAGE AND BENEFIT CONTROL

(a) If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution of any form of wage and benefit controls and additional benefits; the parties hereto shall meet and negotiate regarding the substitution of wage and benefit provisions of equal value.

(b) If the substitution of benefits is not permissible by law, any wages or benefits so affected shall be deferred until such time as they may be legally placed into effect (so as to provide the full benefit value of each deferred provision). The Association shall receive a monthly statement as to the amount of benefits and wages deferred as well as the interest earned on escrowed funds.

(c) The Employer and the Association will cooperate to seek and obtain approvals, exemptions or exceptions under any wage and/or benefit control or stabilization program.

(d) In the event that any or all deferred salaries/wages and benefits may not finally be paid, the Employer and the Association shall negotiate concerning the reallocation of such unused funds into areas other than salaries/wages or fringe benefits.

(e) If the parties hereto are unable to agree on the disposition of any deferred benefit, or if the Employer and the Association cannot resolve the matter within thirty (30) days after receiving notice of the suspension or modification of any scheduled salary/wage or fringe benefit, the matter shall be submitted to binding arbitration.

ARTICLE IX

CLASSIFICATION TITLES

Group A – Employees commence work one week prior to the student start date through the last student day (180 workdays)

Group B – Employees commence work three weeks prior to the student start date through two weeks after the last student day (200 wordays)

Group C – Year round employees (238 wordays)

Group D – Community Education Employees

CLASSIFICATION 1

	(Group)
Office Clerk	(A) Elementary, Voc/Tech, Food Service, Payroll
Office Clerk	(A) Administration (Assessment / Grants)
Clerk / Secretary	(A) Elementary Media Centers (reclassified 10-8-03)
Clerk / Secretary	(A) Voc/Tech Center
Clerk / Secretary	(A) Secondary Media Center
Clerk / Secretary	(A) Secondary Counseling (High School), Attendance
Clerk (Microfilm)	(A) Administration
Clerk / Secretary	(A) Special Education
Clerk / Secretary	(C) Administration (Professional Dev. / Supt. Office)
Office Clerk	(C) Special Services
Receptionist	(C) Administration

CLASSIFICATION 2

	(Group)
Clerk / Secretary	(A) Special Education
Sub Teacher/Clerical Caller	(A) Administration
Clerk / Secretary	(A) Secondary Counseling (Middle School) (reclassified 10-8-03)
Clerk / Secretary	(B) HS Records, Counseling
Clerk / Secretary	(B) Food Service
Office Clerk	(C) Support Services
Clerk / Secretary	(C) T & M Center

CLASSIFICATION 3

	(Group)
Bookkeeper	(B) HS & Voc/Tech Center
Bookkeeper/Secretary	(B) Food Service Supervisor
Secretary	(B) Child Care Director
Secretary	(B) Director for Special Education
Secretary	(B) Secondary Associate Principal
Secretary	(B) Youth Home Supervisor
Bookkeeper	(C) Superintendent's Office
Secretary	(C) Child Care Center
Secretary	(C) Community Relations
Secretary	(C) Transportation Supervisor
Secretary / Receptionist	(C) Maintenance / Warehouse Supervisor

<u>CLASSIFICATION 4</u>	(weeks worked)	
Secretary	(B)	Elementary, Secondary Principal
Secretary	(B)	Director for Voc/Tech Center
Senior Accounts Payable	(C)	Business / Operations
Accounts Payable	(C)	Business / Operations (Bldg. & Site)
Junior Payroll Clerk	(C)	Business / Operations
Data Entry Operator / Payroll	(C)	Business / Operations

<u>CLASSIFICATION 5</u>	(weeks worked)	
Secretary	(C)	Asst Supt / Personnel
Senior Payroll Clerk	(C)	Business / Operations
Bookkeeper	(C)	Business / Operations
Secretary	(C)	Executive Director Support Services (will be removed from unit when vacated)

The following bargaining unit positions are listed as part of the **1982-1984** contract and have not been addressed by Plante Moran, but are considered as bargaining unit positions by the Association:

Secretary / Receptionist	Business Office
Secretary / Receptionist	Employee & Public Relations Office
Bookkeeping Assistant	Business Office
Secretary	Community Program Office
Secretary	Bld. Planning & Construction Office
Secretary	Director, Department Of Instruction

1993-94 Contract:

Payroll / Data Processing Asst. (C) Business / Operations, Class 3.

1994-97 Contract:

Second Secretary (C) Asst.Supt / Personnel, Class 4
 Secretary (C) Deputy Supt, Class 5
 Secretary (C) Asst Supt / Comm Service, Class 5
 Junior Accounts Payable (C) Businss / Operations, Class 4

ARTICLE X

PROFESSIONAL RELATIONS COMMITTEE

(a) The Association and the Board mutually agree to establish a Professional Relations Committee to study and discuss matters of interest and concern which fall within the provisions of this Agreement and personnel policies.

(b) The Committee shall not exceed eight (8) members: four (4) from the Association and four (4) from the Administration. The chairpersonship of the Committee shall be shared with one (1) co-chair from the Association and one (1) co-chair from the Board.

(c) The Committee shall meet within ten (10) working days by mutual agreement of the co-chairpersons. The operating procedures, other than those which appear in this article, shall be determined by the Committee and reflected in the minutes of the initial meeting.

(d) The purpose of these meetings shall be to provide an improved working relationship between the parties. Areas for discussion shall include, but not be limited to, the following:

- Job classifications/reclassification
- Potential problems which may become grievances
- District policies
- District and Unit committees
- Layoffs, transfers, promotions, reassignments
- Job responsibilities
- Disabled Employee Accommodations (ADA)

(e) This Committee shall have no power to usurp the language or intent of the Master Agreement. Any changes in the Agreement shall be negotiated in the usual manner between the parties.

(f) In the case of grievable issues, the Association may at the conclusion of a Committee meeting declare that the Professional Relations Committee meeting has replaced step 1 of the Grievance Procedure. All timelines shall then be followed as described in ARTICLE XXXI, GRIEVANCE PROCEDURE of the Master Agreement.

(g) The Board of Education shall have whatever rights as stated under the law in regard to the Americans With Disabilities Act (ADA).

The Board and Association shall convene a meeting of the Professional Relations Committee to discuss what may be necessary to provide a suitable work situation for a disabled employee on a case by case basis.

ARTICLE XI

HOLIDAYS

(a) Seniority Employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based upon a normal workday. Probationary Employees shall not receive holiday pay until they have completed their probationary period.

(b) The Employee must work or be on paid sick leave, or vacation leave the day before a holiday and the succeeding workday after a holiday in order to receive the holiday pay.

(c) Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.

(d) Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

(e) Holidays recognized by this Agreement that fall within the Employee's vacation period shall not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day.

(f) Whenever any of the above holidays fall on a day that school is in session, the Employees affected shall work and the preceding or succeeding weekday not a holiday and not a day when school is in session will become the holiday.

(g) If the above is not possible, the two parties shall by mutual agreement determine another weekday that school is not in session to be the holiday for which the affected Employees will be paid, and the Employees affected will be paid straight time pay for work on the holiday indicated in Section (a) above.

ARTICLE XII

VACATION PERIODS

(a) Employees in elementary and secondary buildings on less than twelve (12) months shall be granted paid days off according to the bargaining unit calendar.

(b) Group C Employees shall be granted days according to ARTICLE XXXVIII, CONTRACT CALENDAR SCHEDULE Section (d) as their paid vacation time.

(c) An Employee who is laid off or who resigns (giving two (2) weeks notice as provided in ARTICLE XXVI, RESIGNATIONS), shall receive any unused vacation credit including that earned in the current calendar year.

(d) A less than twelve (12) month Employee working twelve (12) months in a given year shall earn vacation days equivalent to five-sixth (5/6th) of a vacation day per month, based only on the number of weeks worked beyond their regularly scheduled work year. Such earned vacation days shall be scheduled on dates satisfactory to the Employer and the Employee.

(e) Illness during scheduled vacations of twelve (12) month Employees shall not result in time added to their vacation or vacation pay. Inclement weather closings declared during scheduled vacations for twelve (12) month Employees shall not result in time added to their vacation or vacation pay.

(f) Employees with less than 10 years of unit service who are promoted to fifty-two (52) week positions shall receive a prorated vacation based on five-sixth (5/6th) of a day per month employed in their previous position during that school year that the promotion took place.

Group A = 10 months = 8 days

Group B = 11 months = 9 days

ARTICLE XIII

INSURANCE PROTECTION

(a) The Board shall provide full payment of Employee comprehensive hospitalization insurance, medical and surgical protection to the Employee and his/her immediate family (children through age 18) or as per P.A. 275. Summary sheet Attachment "A" (Community Blue PPO). Included will be coverage for mammography and prostate screening and excludes voluntary abortion. HAP HMO is available at the option of the employee.

Additional benefits may be purchased, such as 19-25 year old coverage (except for those selecting 1-21601 AA HAP-HMO, they will receive dependent coverage at no cost to the employee) The 19-25 year old coverage may be purchased to the extent offered by the carrier on an individual basis by payroll deduction; however, it is agree the additional costs will be borne by the Employee.

In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time Employees on a pro rata basis as follows:

<u>Hours</u>	<u>District Share of Premium</u>	<u>Employee Share of Premium</u>
4 hours*	50%	50%
6 hours*	75%	25%
Full Time	100%	0%

* Bargaining unit members employed as of July 1, 2006 shall be grandfathered in the above section.

Changes in hours of six (6) weeks or less will not result in changes in insurance District/Employee shares.

In the event the full-time workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

A seventy-five (\$75.00) dollar per month stipend will be paid to members not enrolled in health insurance benefits, providing members are not a spouse and/or dependent of an employee covered by any district health insurance policy. Any bargaining unit member receiving a stipend prior to July 1, 1994 will continue to receive the stipend.

(b) The Board shall provide without cost to all Employees hired before March 5, 1974, and to the Employees hired on or after March 5, 1974, who work four (4) or more hours daily, group life insurance protection in the amount of \$30,000.00 with additional

\$30,000.00 accidental death and dismemberment that will be paid to the Employee's beneficiary. For those Employees hired on or after March 5, 1974, who work less than four (4) hours daily, the Board shall provide without cost to the Employees, group life insurance protection in the amount of \$10,000.00 with \$10,000.00 accidental death and dismemberment that will be paid to the Employee's beneficiary. The provisions of the group policy and rules and regulations for the carrier shall govern as to the commencement and duration of benefits, and all other aspects of coverage.

Note: Any bargaining unit member employed as of July 1, 2006 will be grandfathered into section (b) above should their position be reduced four (4) hours in the future.

(c) The Board shall provide income protection insurance, without cost to the Employee, for all full time Employees covered under this contract in accordance with the following provisions:

1. Long term disability payments in the amount of sixty-six and two thirds percent (66 2/3%) of salary to a maximum of \$2,500.00 per month shall begin at the end of ninety (90) days of disability and continue until age sixty-five (65) at no cost to the Employee in the event of permanent disability.
2. Insurance company to be selected by the Board.

(d) The Board shall provide full payment for full-time Employees comprehensive dental protection to the Employee and his/her immediate family as per Attachment "B".

In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time Employees who are employed after July 1, 1979, on a pro rata basis as follows:

<u>Hours</u>	<u>District Share of Premium</u>	<u>Employee Share of Premium</u>
4 hours*	50%	50%
6 hours*	75%	25%
Full Time	100%	0%

*Bargaining unit members employed as of July 1, 2006 shall be grandfathered in the above section (d).

All areas of the Agreement where seven and one-half (7-1/2) hour day is indicated will be revised to read full-time.

Changes in hours of six (6) weeks or less will not result in changes in insurance District/Employee shares.

In the event the full-time workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

(e) The Board of Education shall provide each full-time Employee and his/her family with MESSA Vision VSP III optical insurance or equivalent.

(f) An Employee affected in reduction of staff shall have the opportunity to continue insurance coverage allowable for three (3) months and shall pay for all premiums to continue in group policies.

(g) An Employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(h) After the Board coverage ends, an Employee on unpaid leave of absence may pay premiums through the coverage time as regulated by COBRA.

(i) In the event that a National Health Insurance Act becomes law during the period this Agreement is in force, it is agreed that those provisions of the Agreement affected by the new law shall be renegotiated.

(j) Employees of the bargaining unit shall be provided the same liability insurance protection as other Employees of the school district.

(k) An Employee on Long Term Disability will be covered with health, vision and dental care for two (2) years (calendar) by L'Anse Creuse Public Schools from the point of being placed on Long Term Disability coverage.

ARTICLE XIV

WORKERS' COMPENSATION

(a) Any Employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be supplemented with a sufficient amount to maintain his/her regular salary for a period not exceeding his/her sick leave accumulation. Such accumulation shall be charged only for that portion in excess of the compensation payment.

(b) If an Employee is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital within provisions of the Workers' Compensation Act and shall not result in loss of or reduction in salary for the day of injury and subsequent medical appointments during working hours for said injury.

An Employee not having sufficient sick days accumulated shall be advanced sufficient days until Workers' Compensation remuneration applies per the schedule below:

Days of Absence

1-7 days	Deducted from the Employee's sick bank.
8-14 days	Covered by Workers' Compensation.
14 days & beyond	All days back to the initial absence shall be covered by Workers Compensation.

(c) Job related accidents must be reported by the Employee to his/her supervisor. Every attempt should be made by the Employee to file this report within twenty-four (24) hours.

ARTICLE XV

LEAVES WITH PAY

(a) Each Employee shall earn one (1) day sick leave per month for each month worked. Sick leave is based on the full-time workday and is prorated for less than full-time workday. Any previous accumulation plus one (1) day per month of service shall be allowed for illness or serious illness in the Employee's immediate family. (Immediate family shall be interpreted as: Mother, father, spouse, child, sister and brother, or the family unit living in the same household.) When sick leave is exhausted, an Employee shall not accrue any more sick leave days unless working.

Probationary Employees will accumulate sick leave allowance during their probationary periods, but may use only one (1) sick leave day with pay. Upon attaining seniority they may use the sick leave days accumulated during their probationary period. Unused sick leave shall accumulate to one hundred twenty (120) days. Any sick days accumulated over one hundred twenty (120) days shall be paid to the employee at the end of the fiscal year at the rate of sixty percent (60%) of their daily rate per day of such excess accumulation. Any Employee within this Agreement shall be required to provide written evidence from a physician (MD or DO) or Chiropractic Doctor as to the condition of the health of the Employee after seven (7) days sick leave are utilized on consecutive working days.

Group B and Group A Employees who work extra weeks in the summer shall earn sick leave as follows:

<u>Weeks Worked</u>	<u>Days Earned</u>
2	1/2
4	1
6	1-1/2
8	2

(b) The Board agrees to provide two (2) personal days for each Employee in the bargaining unit. These days are intended to be used for necessary business which cannot be conducted other than during school time. Personal days are not cumulative nor charged against sick days. Employees are required to take personal leave days in one-half (1/2) or full-day increments.

1. Immediate notice of the necessity for use of personal leave shall be given to the immediate supervisor.
2. Examples of legitimate leave under this paragraph are:
 - a) Home closing.
 - b) Settling of estate.

- c) Graduation from high school or an institution of higher learning of children or parents.
 - d) Attend wedding of mother, father, children, brother or sister of Employee.
 - e) Other justifiable reasons as determined by the Director for Personnel or designee.
3. The Director for Personnel or designee shall determine the merits of all requests for use of personal leave and may refuse or disallow the use of personal leave if evidence indicates that such action should be taken.
 4. An Employee who has been employed in the L'Anse Creuse Public School District for one (1) or more years shall qualify to use two (2) days personal leave upon request and subsection #3 above shall not apply, subsection #1 above shall apply except that personal days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in cases of extenuating circumstances and approval by the Director for Personnel or designee.
 5. Employees who have used three (3) sick days or less in the prior school year may convert personal days to vacation days to be used at their discretion except for parent-teacher conference days or the first and last week of school, the day before or after recesses or holidays.
 6. Any unused personal leave days as of June 30 will be added to the individual Employee's accumulated sick leave.

(c) Other leaves

1. Court appearances as a witness or in a case connected with the Employee's employment or the school or whenever the Employee is subpoenaed to attend any proceeding shall be a leave of absence with pay not chargeable against the Employee's sick leave allowance except:
 - a) In a court action initiated by the Employee in which the School District or any of its Employees is the defendant acting in an official capacity for the school district.
 - b) If the clerical unit member is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the clerical unit member may use personal leave days, and if necessary sick days for this purpose.
2. Jury duty - The school district shall pay an Employee who is called for jury duty the difference between the amount paid by the jury and the regular amount paid the Employee if either the Employee or the Superintendent is unable to get the Employee excused from this duty. Hours beyond full-time or full-time workweek not included. The Director for Personnel can review exceptions on a case-by-case basis.

3. Five (5) consecutive non-weekend days will be granted for the death of a member of the immediate family of the employee or the employee's spouse. (Immediate family will be interpreted as: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild, step parents, step children, or a member of the family unit living in the employee's household). If the death occurs during a break, the leave days will still be the non-weekend days following the death. If any of the granted five leave days falls on a non-paid day, the day will be non-paid. If any of the granted five leave days falls on a paid day, the day will be paid. Any additional days deemed necessary by the employee up to two (2) days will be taken as a personal business day or charged to sick leave. If needed, up to three (3) days may be granted due to the death of a relative or close friend and will be charged to sick leave or personal leave. One (1) working-day leaves will be granted for funerals of other than those persons defined above and will be taken as personal business days or charged to sick leave. Under proper circumstances, exceptions may be granted by the Director for Personnel.
4. The Board shall grant a short-term military leave of absence if an Employee is ordered to report for an emergency call-up, such as to quell domestic disorders as prescribed by State and Federal law.

For emergency call-up leaves, as prescribed by State and Federal law, the Board shall pay the difference between the regular pay and the compensation received for said military duty for a period not to exceed one calendar year. After one year the provision under long-term military leave shall apply.

Prior to payment, the Employee shall file, in the Personnel office, a letter from his/her commanding officer stating the period of active duty (dates) and the daily rate of pay for such duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of Reservist or National Guard personnel.

ARTICLE XVI

LEAVES WITHOUT PAY

(a) Upon written request, Leaves of Absence Without Pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year, for medical reasons, both personal illness and illness within the Employee's immediate family with proper documentation for need from a physician. Other leaves of absence without pay for reasonable periods of time not to exceed one (1) year, may be granted without loss of seniority, for good cause such as educational purposes that would accrue a mutual benefit to both the Employee and the Employer. Leaves under this section may be extended for like cause, but in any event, seniority will accrue for only one (1) year.

(b) Consent Leaves of Absence may be granted for up to ninety (90) calendar days when in the judgment of the Superintendent such a leave would not have a direct or indirect benefit to the district; simply put, lacking mutuality of benefit to the Employee and the District.

An example of such leave would be for travel and should be construed as a "once in a lifetime leave benefit" inasmuch as such a leave would not be consisting of substantial or sufficient reason for interrupting the operational program.

(c) An eligible Employee desiring a leave of absence shall submit his/her request to the Personnel Office at least thirty (30) days prior to the start of the leave desired. Such request shall be submitted to the Board with a recommendation for action. An Employee must make application for leave within the time limit specified, and if the Employee does not make timely application, the leave will be deemed to be denied unless the Board deems that there are extenuating circumstances.

(d) Upon written request, leaves of absences for professional improvement without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year.

(e) An Employee is required to notify the Employer in writing at least thirty (30) days preceding the expiration date of a leave indicating his/her desire to return, to request an extension, or to resign. An Employee must make application for reinstatement within the time limit specified, and if the Employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the district unless the Board deems that there are extenuating circumstances.

(f) To be eligible for a leave of absence the Employee must have completed his/her probationary period.

(g) An Employee on leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Between 91 days and one year they would be able to bump back into the unit to a similar position for which they qualify.

The vacated Association position shall be posted as available only for the duration of the leave.

An Employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they qualify. Said Employee does not have the use of seniority for bumping rights to obtain a reentry position.

An Employee returning from leave shall give written notification to the Personnel office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An Employee on leave or returning from leave shall be included in the layoff and recall procedure.

(h) If an Employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.

(i) An Employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.

(j) Notification of availability to return to duty after a health leave shall be accompanied by a written statement from the Employee's physician certifying the fitness of the Employee to fulfill the full responsibilities and duties of his/her assignment.

(k) Leave for Association Business - Members of the Association elected to Association positions or selected by the Association to do work which takes them from their employment with the Employer shall at written request of the Association receive temporary leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be shorter and such leaves may be renewed upon written request by the Association. No credit on salary schedule, longevity, or accumulated seniority shall be given during this time.

(l) Release time for Association business - In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes or other business leaves pertinent to the Association affairs, said representatives shall be excused, providing frequency is no more than twenty (20) combined days a year.

(m) Military leaves of absence without salary or benefits shall be granted to any Employee who shall be inducted for a tour of military duty to any Branch of the Armed Forces of the United States. Upon returning to employment, an Employee who has been on military leave shall be given the benefit of any new increments up to five (5) years, which would have been credited to him/her had he/she remained in active employment with the Employer, provided the Employee returns to employment as soon as a position for which he/she is qualified becomes available after discharge from military service.

(n) An Employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(o) After the Board insurance coverage ends, an Employee on unpaid leave of absence may pay premiums consistent with COBRA.

ARTICLE XVII

Illness and Disability

(a) Each Employee will earn one (1) day sick leave per month for each month worked. Sick day accrual is pro-rated upon the standard work day. The unused portion of sick days shall accumulate from year to year to a limit of one hundred and twenty (120) days.

The leave days may be used by unit Employees for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions; medical treatment of the bargaining unit member; or serious

illness of a member of the immediate family of the unit Employee. (For Sick Leave purposes, unlike Bereavement Leave, the immediate family shall be defined as Mother, Father, Spouse, Child, Sister and Brother, or the family unit living in the Employee's household).

(b) If an Employee lacks sufficient sick days during the disability period she/he will be placed on leave of absence.

(c) An Employee may request a child care leave following a birth for up to one (1) calendar year.

(d) Requests for disability leaves and child care leaves must be made to the Personnel Office at least sixty (60) days prior to the leave.

(e) An Employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment.

(f) The Board of Education may grant an Employee adopting a pre-kindergartner a child care leave for up to one (1) year.

(g) If there is any serious illness of a child or parent, a leave may be renewed each year upon written request to the Superintendent of Schools.

(h) Seniority accrues for up to one (1) year while an Employee is on unpaid leave of absence.

(i) Probationary Employees are not eligible for unpaid leaves of absence.

(j) An Employee on a leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Between 91 days and one year they would be able to bump back into the unit to a similar position for which they qualify.

The vacated Association position shall be posted as available only for the duration of the leave.

An Employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they qualify. Said Employee does not have the use of seniority for bumping rights to obtain a reentry position.

An Employee returning from leave shall give written notification to the Personnel Office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An Employee on leave or returning from leave shall be included in the layoff and recall procedure.

(k) A request for Long Term Disability benefits shall be considered as a request for a medical leave.

An Employee receiving Long Term Disability benefits shall be considered to be on a medical leave. Return to work from Long Term Disability shall be covered by previous Section (l) of this provision.

ARTICLE XVIII

PROBATIONARY EMPLOYEES

(a) New Employees hired into the bargaining unit shall be considered as Probationary Employees for the first sixty (60) work days of their employment excluding holidays and holiday breaks.

If the sixty (60) day probationary period is not completed by the end of the current school year, the time remaining for its completion shall be served during the next school year.

(b) There shall be no seniority among Probationary Employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in the Association position.

(c) The Association shall represent Probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement and Public Act 379. The Employer shall have the right of discharge or disciplinary action, other than for Association activity, of any Probationary Employee without intervention of the Association.

(d) Health, life, dental and optical insurance benefits, holiday and paid days off shall be withheld during the probationary period. Sick days, and personal days shall accumulate during the probationary period but may not be used with pay until the completion of the sixty (60) work days of employment except as amended by ARTICLE XV, LEAVES WITH PAY, Section (a).

ARTICLE XIX

SENIORITY

(a) The Association shall not represent Probationary Employees for any purpose, except as required by law. Dismissal of a Probationary Employee is not grievable. Upon completion of his/her probationary period, the Employee will be considered to have seniority computed from the first day of his/her employment in the bargaining unit. An Employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from his/her last hiring date.

(b) A seniority list will be compiled by the Personnel office and the Association President, on or about December 1 of each year, containing the Employees' names and date of employment in the bargaining unit.

(c) Loss of Seniority - An Employee shall lose his/her seniority for the following reasons:

1. The Employee resigns.
2. The Employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The Employee is absent for three (3) consecutive working days without notifying his/her Employer. After such absence, the Employer will send written notification to the Association and the Employee at his/her last known address, notifying the Employee that his/her employment has been terminated; except in extenuating circumstances acceptable to the Employer.
4. Failure to return from sick leave and leaves of absence or layoff will be treated the same as item (3) above.
5. Retirement under Michigan Public School Employees Retirement Fund.
6. Submits a long-term, from six (6) months up to one (1) year, leave request with falsified reasons.

ARTICLE XX

EVALUATION

(a) The evaluation and growth of an Employee shall be a continuous process. Probationary Employees shall be evaluated a minimum of two times during the probationary period. Employees shall be evaluated annually for the first three (3) years they remain in the same position. The Employee shall be evaluated every other year thereafter.

(b) Evaluations shall be conducted by the Employee's building and/or immediate administrator and shall be submitted to the Personnel Office by April 15th of each school year.

(c) It is recognized that signing the evaluation form does not necessarily indicate agreement with the evaluation. In the event that the Employee feels the evaluation was incomplete or unjust, the Employee may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. Each Employee shall be given his/her personal copy of each evaluation at the evaluation conference.

(d) The School District agrees that in the event that it determines, in its sole discretion, to modify the performance assessment document as identified in Appendix "E", the Association President shall be notified prior to implementation.

ARTICLE XXI

PERSONNEL FILE

(a) Each Employee under this Agreement shall have the right upon request, to review the contents of their official personnel file in the Personnel Office exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Director for Personnel or designee. A representative of the Association may be requested to accompany the Employee in such review.

(b) No material originating after initial employment will be placed in the personnel file of the Employee unless he/she has had the opportunity to review the material.

Each Employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the Employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the Employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.

(c) Past records of a detrimental nature which are four (4) years old will not be taken into account when an Employee is being considered for promotion, discipline, or discharge, and will be removed from an Employee's personnel file at the written request of the Employee.

(d) Each Employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the Employee's qualifications be placed in his/her personnel file. Each Employee may provide an updated resume' on an annual basis to be inserted in their personnel file.

ARTICLE XXII

OUTSIDE EXPERIENCE

(a) New Employees with previous experience may be given credit up to three (3) years if applicant has worked within the last three (3) years in a like position, or if work experience was not earned within the last three (3) years, the applicant will take a test at the L'Anse Creuse Public School District Personnel Office to verify skills to qualify for up to three (3) years credit. Such credit will be given only if that experience is deemed by the Board to be of value to the district.

ARTICLE XXIII

VACANCIES

- (a) A vacancy will be considered to exist if a current Employee resigns, retires, is terminated, is transferred, is promoted, unless said position is eliminated, or if a new position is created and the Employer determines to fill such openings.
- (b) When an Employee within the district is promoted to another position, his/her total work experience shall be reevaluated. In any case, an Employee promoted shall remain on the same step but in the new classification pay scale.
- (c) Regular vacant positions, which have not been terminated or eliminated, shall be posted and filled within forty (40) working days, except in extenuating circumstances, from the date such positions become vacant.
- (d) Management supports a policy of hiring and promoting from within.
- (e) Copies of each posting shall be supplied to the Association President and to each building and will be posted in a location readily available to all Employees working in that building. The posting will remain posted for a period of five (5) workdays prior to filling such vacancy. During the months of June, July, and August notices of vacancies shall be placed on the district Code-A-Phone system with written notification of the vacancy forwarded to the Association President.
- (f) Vacancy postings will include the classification of the position, location of work, hours, and will set forth the minimum requirements and duties for the position.
- (g) Employees interested in a vacancy will apply for the vacancy using the In-District Job Application Form. Employees are encouraged to attach their reason(s) for applying, together with a listing of employment and/or educational experience, and a brief summary of how they feel their personal qualifications would benefit the District in this position.
- (h) When a new position is placed in the unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Association does not agree that the classification and rate are proper, the Board agrees that up to three (3) representatives of the Board will meet with up to three (3) representatives of the Association to negotiate such classification and rate.
- (i) Each new hire must pass all the required tests for the posted position.
- (j) All current and new clerical members shall follow the negotiated teacher contract language in relation to payment of fingerprinting costs.

ARTICLE XXIV

PROMOTIONS

(a) Promotions, as that term is used herein, shall refer to a move from a lower paid job classification to a higher paid job classification within the Association. Promotions shall be based on seniority, skill, ability, experience, qualifications and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION Appendix B - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the Employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern.

(b) An Employee promoted under this Article shall be given a sixty (60) work day trial period during which time the Employee may decide not to accept the promotion. If so, said Employee, may not apply for another promotion within the school district for a period of one (1) year.

During the sixty (60) work day trial period, the Employer may determine that said promoted Employee does not possess the qualifications necessary for the position.

In either of the above events, the Employee shall return to his/her previous position by bumping the Employee who was awarded the position vacated by the promoted Employee. The displaced Employee will follow the same procedures as identified above.

(c) Any Employee requesting promotion shall be required to satisfactorily complete the same tests and same other qualifications as a new hire. Employees hired before October 6, 1975, shall not be required to satisfactorily complete the same tests required of a new hire.

ARTICLE XXV

TRANSFERS

(a) Transfer Procedure - An Employee shall be given the opportunity to make a lateral or downward transfer should an opportunity occur. However, it is expressly understood that an employee shall not be permitted to make a downward or lateral transfer for temporary vacancies. Transfers shall be based on seniority, skill, ability, experience, qualifications, and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION, Appendix B - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the Employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern. In the determination of transfers, the convenience and wishes of the individual Employee will be honored based on the above criteria, and in the best interest of the school district.

(b) Any Employee who is granted a transfer upon request must remain in this position for six (6) months minimum, or to the nearest semester, school year break before making application for another transfer. A transfer does not prohibit an Employee from receiving a promotion.

(c) Transfer of Employees - If an Employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have retained seniority while working in the position to which he/she was transferred. Seniority shall not accumulate while working in the position which is not included in the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. All unit members who have transferred to a position under the employer not included in the unit, prior to June 30, 2007 will be grandfathered with accumulated seniority. These individuals will be included on the association member seniority list.

ARTICLE XXVI

RESIGNATIONS

(a) Any Employee desiring to resign shall file a letter of resignation with the Board at least two (2) weeks prior to the effective date. If any Employee resigns and gives two (2) weeks notice, he/she will be paid for unused vacation including that earned in the current calendar year. Any Employee who resigns and does not give two (2) weeks notice will forfeit one (1) day vacation pay for each day that the letter of resignation is late.

ARTICLE XXVII

LAYOFF AND RECALL

(a) Reduction in the Employee work force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. In the event of a layoff, Board representatives shall meet and inform Association representatives of the reductions to be made and shall explain the criteria used for the combining of positions if such combining becomes necessary.

(b) A displaced Employee under this Article is an Employee whose current position has been eliminated and/or reduced during a layoff and who has sufficient district seniority to maintain employment within the Association.

(c) A laid-off Employee under this Article is an Employee who does not have sufficient district seniority to maintain employment within the Association at the time of a layoff.

(d) If it becomes necessary for a layoff, non-clerical unit Employees shall not displace a unit Employee and the mandatory order of reduction shall be by seniority and classification.

(e) Displaced Employees shall have the right to exercise their seniority rights to bump within their group classification first, or they may exercise their seniority rights to bump down to a lesser classification, or the seniority Employee may apply for and be granted an unpaid leave of absence.

(f) During a period of layoff, a seniority Employee who bumps into a position in an area that they have never held previously, shall be considered to be in an evaluative performance period for the first sixty (60) consecutive working days of their new employment. Supervision and direction will be provided upon the Employee's reasonable requests during this evaluative period. During the evaluative period, the Employee will be evaluated, in writing, using the district evaluation form, on the thirtieth (30th) and fiftieth (50th) day.

(g) Employee(s) to be laid off shall be provided at least two (2) weeks notice of the layoff, and the Association President shall be given a list of the Employee(s) being laid off at least two (2) week prior to notification of the Employee.

(h) Employees laid off through the procedure as stated in this section shall be maintained on a recall list for a period of one (1) work year.

(i) During the layoff period, the Employee retains seniority rights for one (1) year, and the Employee shall retain their accumulated sick leave time.

(j) In the event of layoff, the reduced work force shall not be augmented with additional co-op students or outside clerical help. If during the layoff it is necessary to increase the work force on a temporary basis for four (4) or more weeks, qualified layoffs will be given the first opportunity for the temporary work assignments before outside qualified clerical help is employed. If a laid-off person declines to accept a temporary position of less than four (4) weeks, he/she shall not lose his/her recall rights. The rate of pay for the temporary position for four (4) or more weeks shall be Step 1 of the classification where the work is to be performed.

(k) An Employee affected in the reduction of staff shall have the opportunity to continue insurance coverage allowable for three (3) months and shall pay for all premiums to continue in group policies. If hired back within a three (3) month period, the Employee shall be fully reimbursed by the Board for all premiums paid.

(l) Laid-off Employees shall be recalled in inverse order of the layoff, the most senior Employee shall be recalled to the first opening in the job classification from which the Employee was laid off, or if he/she bumped down from his/her original position in the reduction of the work force before being laid off, to such former position.

(m) Recall will be by written certified notice, return receipt requested, to the Employee's last known address on file with the Board and shall require that the Employee report for work within five (5) working days after delivery.

(n) If an Employee fails to report for recall, he/she shall be considered a quit, unless the Employer determines there are extenuating circumstances.

(o) When a bargaining unit position becomes vacated during a layoff, all laid-off Employees remaining on the recall list shall be notified in seniority order by

classification order of the opening by certified letter from the Board of the vacated position.

(p) An Employee on leave of absence is subject to the displacement, layoff, and recall procedure.

(q) Refusal of a higher classification will not constitute a quit nor removal from the recall list.

(r) The basic intent of this Article is for displaced or laid-off Employees to select positions that closely resemble original job assignments to the extent possible without enlarging the bumping process.

The mutually agreed process would be as follows:

1. Return to same job and same building.
2. Return to combined job and same building and same classification
3. Return to same job and different building.
4. Return to combined job, different building and same classification.
5. Return to similar job and same building.
6. Return to similar job and same level.
7. Return to same job, different level.
8. Return to different job, same building.
9. Return to different job, different building.
10. Return to different job, different level.
11. Return to position in the same classification of greater weeks.

ARTICLE XXVIII

DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

(a) Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an Employee by the Board of Education).

(b) In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. The initial action of the Employer, if the nature of the infraction merits such action, (e.g., stealing of employer's property, use of illegal drugs in the work place) may be suspension or discharge.

(c) Disciplinary action for just cause may be imposed upon an Employee for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action imposed on an Employee which is felt to be unjust may be processed as a grievance.

(d) Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the Employee's personnel file, stamped withdrawn from personnel file,

placed in a sealed and dated envelope and forwarded directly to the Employee by the personnel office.

(e) An oral reprimand will be handled in a private manner that will not embarrass an Employee before other Employees, students and/or the public.

(f) For just cause, a representative of the Board of Education may suspend an Employee with or without pay. The Employee, the Association President, and the Executive Director of the Association will be notified in writing if such action is taken.

(g) For just cause only, the Board of Education may discharge an Employee. The Employee, the Association President, and the Executive Director of the Association shall be notified in writing if such action is taken.

(h) The Employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step 3 of the Grievance Procedure.

(i) An Employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.

(j) The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual administrative management styles.

ARTICLE XXIX

RETIREMENT

(a) In the event of retirement of an Employee, the prorated share of any longevity and vacation pay earned but not used as of that date shall be paid in full as a part of the final severance payment.

(b) The Retirement Program for Employees follows:

1. To be eligible for benefits under this program, an Employee must be entitled to a retirement allowance under the Michigan Public School Employee's Retirement System and must have worked for the L'Anse Creuse Public School District for five (5) years preceding retirement.
2. Any break in employment because of a quit, relative to the five (5) years listed in item #1 above, will nullify those years of service preceding the break. If an Employee who has five (5) or more years seniority takes a one (1) year of unpaid leave of absence, he/she is entitled to the full retirement benefits of this Agreement.
3. Schedule for Retirement Pay: (See attached schedule, page 37)

4. All Employees participating in this retirement program agree to indemnify and hold harmless the L'Anse Creuse Public Schools from any amounts claimed to be properly deductible from the monetary amount awarded, such as claims made against the sum for contribution to the Michigan Public School Employees' Retirement Board, United States of America, the State of Michigan, and any other person or entity.

SCHEDULE FOR RETIREMENT PAY

RETIREMENT PAY FOR UNUSED SICK LEAVE DAYS *				
Percent of Days' Wages at Hourly Rate				
Years of service with LCPS Clerical Bargaining Unit	For 1 st thru 20 th day of accumulated sick leave	For 21 st thru 50 th day of accumulated sick leave	For 51 st thru 90 th day of accumulated sick leave	For 91 st thru 134 th day of accumulated sick leave
5 or more	10%	15%	20%	25%
11 or more	15%	20%	25%	30%
12 or more	20%	25%	30%	35%
13 or more	25%	30%	35%	40%
14 or more	30%	35%	40%	45%
15 or more	35%	40%	45%	50%
20 or more	40%	45%	50%	55%

* Retirement pay for unused sick leave days will be based on the number of hours worked per day at the time of retirement. Employees retiring during the fiscal year and not eligible for payment of the unused sick leave days in accordance with Section (a) of ARTICLE XV, LEAVES WITH PAY, will be paid at the rate stated in column 4 (four) for those days accumulated in excess of ninety (90) days.

ARTICLE XXX

LONGEVITY

(a) Effective commencing with the 1990-91 contract year, longevity payments will be granted at the rate of 3.0% of gross salary for eight (8) to nine (9) years of service and 5.0% of gross salary for ten (10) to fifteen (15) years of service and 7.0% of gross salary for sixteen (16) or more years of service, all of which have been within the bargaining unit. Said payment shall be made on the first pay of October each year based upon the gross salary which is calculated exclusive of any supplementals or previous longevity payments. In the event of the death of an Employee, the prorated share of any longevity payment earned as of that date shall be paid in full as part of the

final severance payment. In switching to a September 1st calculation date, the following proration will be used:

2006-2007: All clerical members who are entitled to longevity will receive a full payment by June 30, 2007.

2007-2008: All clerical members entitled to longevity will receive a prorated amount on the first pay of October, 2007.

Thereafter, all clerical members entitled to longevity will receive a full longevity payment on the first pay of October of each year beginning with October of 2008. Years of service will be calculated as completed by September 30th of each year.

(b) Those persons who took unpaid leaves of absence prior to July 1, 1977, will not have adjustments made for payments of longevity. Beginning July 1, 1977, no adjustment will be made for unpaid leaves of absence of thirty (30) days or less. Those Employees who will be absent for more than thirty (30) days will have an adjustment made for the time after thirty (30) days the Employee is on the unpaid leave of absence. Unpaid leaves of absence of less than one (1) year do not affect seniority dates for layoff and recall purposes.

(c) It is understood that years of service for the purpose of longevity means continuous service and does not include years of service prior to a quit, but does include leaves of absence only to the extent provided in section (b) above. Except that Employees granted longevity prior to July 1, 1977, not in accord with the understanding above will continue to receive longevity based on both their service prior to a quit and subsequent to their return to employment. Any Employee who was employed on or after July 1, 1977, will receive longevity based on continuous service in accordance with (b) above.

(d) Employee's whose longevity date falls within the period of the first Tuesday of previous pay period to the second Monday of the current pay period, will receive their longevity payment in the current pay period. Longevity dates that fall past the second Monday of the current pay period will be paid in the next pay period.

(e) Longevity dates shall be noted on the seniority list provided to the Association per the provisions of ARTICLE XIX, SENIORITY, Section (b) of this Agreement.

ARTICLE XXXI

GRIEVANCE PROCEDURE

(a) A grievance is a claim, by an Employee or a group of Employees, made through the Association of an alleged violation, misinterpretation, or application of the Agreement. No grievance shall be processed unless it is presented within seven (7) days of its occurrence or when the Employee should have had reasonable knowledge of its occurrence. The grievance procedure shall be the exclusive method for settling grievances as defined herein. The term days, as used herein, shall mean calendar days, excluding holidays specified in ARTICLE XI, HOLIDAYS.

(b) An Association officer and grievant(s) of L'Anse Creuse Educational Support Personnel Association shall be allowed to investigate and discuss grievances without loss of pay for up to one (1) hour per week. Under this provision those involved must notify their immediate supervisors and the President of the Association prior to leaving their work locations.

Step 1

- a) Informal discussion - the Employee and/or the Association representative shall discuss the problem of the alleged grievance with the Employee's immediate supervisor.
- b) If the decision is not satisfactory to the Employee or the Association, the grievance shall be reduced to writing and presented to the immediate supervisor within seven (7) days of the step one meeting. The immediate supervisor shall respond within seven (7) days of receipt of the grievance. The response shall be sent to the Association's designee.

Step 2

- a) If the grievance is not resolved at step one level, the grievance, shall within seven (7) days, be presented in writing to the Director for Personnel. The submission shall include the appeal, a copy of the original grievance, and a copy of the decision of the immediate supervisor.
- b) The Director for Personnel shall grant a hearing of the grievance within ten (10) days of receipt of the appeal at this step. Not more than ten (10) days following the meeting, the Director for Personnel shall advise the Association and the grievant of the decision in writing. Copies of the decision shall be sent to the Association President, the Executive Director, the Association grievance representative and the grievant.

Step 3

- a) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to the Director for Personnel, in writing, of its intention to arbitrate. The grievance shall be appealed within fifteen (15) work days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have already agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any Employee involved.
- b) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or rules of the Board unless they are in violation of terms of this Agreement or reasonable working rules, working conditions, or safety.
- c) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice

ARTICLE XXXII

SPECIAL CONFERENCES

- (a) A special conference for important matters will be arranged between the Association President and the Employer's designated representative upon the request of either party.
- (b) Arrangements for such special conferences shall be in writing and shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda.
- (c) Agenda items may include, but not be limited to, discussion of complaints, contract misapplications, and general working conditions which may be Agreement violations.
- (d) Special conferences shall be held with up to two (2) representatives of the Employer and two (2) representatives of the Association except that by prior mutual consent of the parties. Either party may have additional representatives present and the number will be determined by mutual consent. The special conference may be attended by a representative of the Association.
- (e) The members of the Association shall not lose time or pay for time spent in such special conferences.
- (f) Whenever possible, special conferences shall be scheduled for time periods that do not interfere with the regular school day.

ARTICLE XXXIII

INCLEMENT WEATHER

- (a) On any day that Employees are scheduled to work, but school sessions are canceled throughout the District by the Superintendent due to weather or other conditions beyond control, all Employees will be given direction through the emergency telephone calling system established by the Board as to whether they are to work or as to the amount of time they are to be excused from work with pay.
- (b) Any Employee who has been notified, requested, and is able to report for work when other Employees have been excused under this Article for the day, shall be paid for all hours worked at his/her regular rate of pay in addition to his/her regular pay for that day.
- (c) Act of God - If schools are closed, by the Superintendent, due to an Act of God, Employees shall be paid their regular day's wages, even though they are unable to fulfill their responsibilities on that day.

Due to the problems attendant when closing schools during the school day due to an Act of God, a sequential time release of personnel will be required and will not be a matter of extra remuneration or compensatory time granted to those released last, or in fact not released until the regular close of the workday.

Such a release timetable will be determined and announced by the Central Office.

ARTICLE XXXIV

TEMPORARY PERSONNEL

(a) A temporary position will be defined as a unit position vacated (exclusive of vacations) for not less than fifteen (15) workdays or more than ninety (90) workdays. A special conference shall be held with the Association to establish the parameters for special temporary position needs.

(b) Association personnel who fill a temporary position shall receive the pay step of the classification, which will give him/her a raise, along with all benefits as set forth in the current Agreement.

(c) Temporary personnel who become new hires shall not have seniority accrued during temporary employment nor accrue time for longevity purposes.

(d) The school administration will not employ non-Association personnel to perform temporary work normally assigned to Association personnel as long as regular Employees are available, without first discussing such an assignment through a special conference as defined in ARTICLE XXXII, SPECIAL CONFERENCE.

(e) Should funds become available for training programs, such as C.E.T.A., the Board will meet and confer with the Association prior to implementing such a program.

ARTICLE XXXV

HEALTH EXAMINATIONS

(a) A health examination may be required of any Employee returning from medical leave, pregnancy leave, long-term disability, or Workers' Compensation when it appears to the Board that there is reasonable doubt as to the health of the Employee. Such examination shall be made by an appropriate specialist to be selected by the Board, and it shall be at the Board's expense.

ARTICLE XXXVI

CONTINUING EDUCATION

(a) Continuing Education - Any course deemed to be of value to the school district by the Board, to improve the skills of an Employee will be paid by the Board, provided evidence of satisfactory completion of such course is filed with the Superintendent. Such course must have had prior approval of the Superintendent.

(b) Conferences and Workshops - With the recommendation of his/her immediate supervisor, building principal, director and with prior written approval by the Board; an Employee may be allowed to attend, without pay deduction, conferences, workshops, or institutes in connection with his/her employment, with payment for expenses deemed appropriate by the Board. Report to be submitted regarding the above.

(c) Early dismissal days for students and teachers may be used for in-service days for Employees in certain classifications or within areas of concern. By way of illustration, the Accountant could in-service Employees who do bookkeeping, or the Librarian could in-service the Media Personnel, etc. The Association may make specific requests for in-service which will be considered by Administration. The final decision concerning in-service will be made by the Administration.

ARTICLE XXXVII

ADDITIONS AND DELETIONS

There will be no additions or deletions to this Agreement without mutual consent of the Association and the Board.

ARTICLE XXXVIII

L'ANSE CREUSE PUBLIC SCHOOLS CLERICAL CALENDAR

Group A and Group B clerical employees have the option of working six (6) additional flex days for 2006-2007, five (5) additional flex days for 2007-2008 and 2008-2009. In lieu of working two days, a Health Reimbursement Account will be set up for each clerical unit member beginning with the 2007-2008 school year.

The optional flex days available for work in each year must be approved in writing by the building administrator/supervisor. The six (6) optional flex days in 2006-2007 may be used in the summer of the 2007-2008 school year. (Maximum of eleven (11) flex days allowed in the 2007-2008 school year. The use of flex days will not affect the accumulation of sick leave or personal leave days.

The Health Reimbursement Account annual contribution will be \$195 per member for the 2007-2008 school year and \$195 per member for the 2008-2009 school year. Deposits to the HRA will be made on July 1st of each year to those unit members employed on July 1st. There will be no prorating of the HRA deposit for employees hired after July 1st of each calendar year.

Reimbursements from the plan are subject to any plan withdrawal charges.

**L'ANSE CREUSE PUBLIC SCHOOLS
CLERICAL CALENDAR
2006 - 2007 School Year**

See Appendix "A" 2006-2007 for Clerical paid Holidays and paid days off.

July 4, Tuesday	Independence Day – No School
August 14, Monday	Group B clerical employees report for work
August 28, Monday	Group A clerical employees report for work
September 1, Friday	Friday Before Labor Day –No School
September 4, Monday	Labor Day –No school
September 5, Tuesday	Classes begin - Full day for all students
November 22, Wednesday	Thanksgiving Eve – No School
November 23, Thursday	Thanksgiving Day – No School
November 24, Friday	Thanksgiving Friday – No School
November 27, Monday	School reopens - full day for all staff
December 19, Tuesday	Winter recess begins at the end of the day
January 3, Wednesday	School reopens - full day for all staff
February 16, Friday	Mid-Winter Break –No school
February 19, Monday	Mid-Winter Break –No School
February 20, Tuesday	Mid-Winter Break –No School
February 21, Wednesday	School reopens - full day for all staff
April 6, Friday	Good Friday – No School
April 9, Monday	Easter Monday – No School
April 16, Monday	School reopens - full day for all staff
May 28, Monday	Memorial Day – No School
June 8, Friday	Last day of classes for students
June 8, Friday	Last day of work for Group A clerical employees

June 22, Friday

Last day of work for Group B clerical employees

Clerical Calendar 2006-07

Six (6) optional flex workdays may be scheduled as mutually agreed to by the clerical employee and the building administrator.

Appendix "A"
Clerical Calendar
2006-2007

GROUP					C	B	A	D
Holidays								
July 4	Independence day				x			
Sept. 4	Labor Day Mon.				x	x	x	x
Nov. 22	Thanksgiving				x	x	x	
Nov. 23	Thanksgiving				x	x	x	x
Nov. 24	Thanksgiving				x	x	x	x
Dec. 22	Christmas Eve				x	x	x	
Dec. 25	Christmas Day				x	x	x	x
Dec. 29	New Years Eve				x	x	x	
Jan. 1	New Years Day				x	x	x	x
April 6	Good Friday				x	x	x	
April 9	Easter Monday				x	x	x	
May 28	Memorial day				x	x	x	x
Paid Days Off								
Sept. 1					x	x	x	x
Dec. 20					x	x	x	
Dec. 21					x	x	x	
Dec. 26					x	x	x	
Dec. 27					x	x	x	
Dec. 28					x	x	x	
Jan. 2					x	x	x	
Feb. 16					x	x	x	
Feb. 19					x	x	x	
Feb. 20					x	x	x	
April 10						x	x	
April 11						x	x	
April 12						x	x	
April 13						x	x	
					22 Days	25 Days	25 Days	7 Days

**L'ANSE CREUSE PUBLIC SCHOOLS
CLERICAL CALENDAR
2007 - 2008 School Year**

See Appendix "B" for Clerical paid Holidays and paid days off

July 4, Wednesday	Independence Day –No School
August 13, Monday	Group B clerical employees report for work
August 27, Monday	Group A clerical employees report for work
August 31, Friday	Friday before Labor Day – No School
September 3, Monday	Labor Day –No School
September 4, Tuesday	Classes begin - Full day for all students
November 21, Wednesday	Thanksgiving Eve – No School
November 22, Thursday	Thanksgiving Day – No School
November 23, Friday	Thanksgiving Friday – No School
November 26, Monday	School reopens - Full day for all staff
December 19, Wednesday	Winter recess begins at the end of the day
January 3, Thursday	School reopens - Full day for all staff
February 15, Friday	Mid-Winter Break - No School
February 18, Monday	Mid-Winter Break - No School
February 19, Tuesday	Mid-Winter Break - No School
February 20, Wednesday	Mid-Winter Break - No School
February 21, Thursday	School reopens – Full day for all staff
March 21, Friday	Good Friday – No School
March 24, Monday	Easter Monday – No School
March 25, Tuesday	School reopens - Full day for all staff
March 31, Monday	Spring Break –No School

April 7, Monday	School reopens – Full day for all staff
May 23, Friday	School closed – Memorial Day recess
May 26, Monday	Memorial Day – No school
May 27, Tuesday	School reopens – Full day for all staff
June 6, Friday	Last day of classes for students
June 11, Wednesday	Last day of work for Group A clerical employees
June 25, Wednesday	Last day of work for Group B clerical employees

Clerical Calendar 2007-08

Five (5) optional flex workdays may be scheduled as mutually agreed to by the clerical employee and the building administrator.

NOTE: The school calendar may be adjusted to accommodate MEAP testing.

Appendix "B"
Clerical Calendar
2007-2008

GROUP					C	B	A	D
Holidays								
July 4	Independence day				x			
Sept. 3	Labor Day Mon.				x	x	x	x
Nov. 21	Thanksgiving				x	x	x	
Nov. 22	Thanksgiving				x	x	x	x
Nov. 23	Thanksgiving				x	x	x	x
Dec. 24	Christmas Eve				x	x	x	.
Dec. 25	Christmas Day				x	x	x	x
Dec. 31	New Years Eve				x	x	x	
Jan. 1	New Years Day				x	x	x	x
Mar. 21	Good Friday				x	x	x	
Mar. 24	Easter Monday				x	x	x	
May 26	Memorial day				x	x	x	x
Paid Days Off								
Aug. 31					x	x	x	x
Dec. 20					x	x	x	
Dec. 21					x	x	x	
Dec. 26					x	x	x	
Dec. 27					x	x	x	
Dec. 28					x	x	x	
Jan. 2					x	x	x	
Feb. 15					x	x	x	
Feb. 18					x	x	x	
Feb. 19					x	x	x	
Mar. 31						x	x	
April 1						x	x	
April 2						x	x	
April 3						x	x	
					22 Days	25 Days	25 Days	7 Days
Non Paid Days Off								
Feb. 20					x	x	x	
April 4						x	x	
May 23						x	x	

**L'ANSE CREUSE PUBLIC SCHOOLS
CLERICAL CALENDAR
2008 - 2009 School Year**

See Appendix "C" for clerical paid Holidays and paid days off.

July 4, Friday	Independence Day
August 11, Monday	Group B clerical employees report for work
August 25, Monday	Group A clerical employees report for work
August 29, Friday	Friday before Labor Day – No School
September 1, Monday	Labor Day – No School
September 2, Tuesday	Classes begin - Full day for all students
November 26, Wednesday	Thanksgiving Eve – No School
November 27, Thursday	Thanksgiving Day – No School
November 28, Friday	Thanksgiving Friday – No School
December 1, Monday	School reopens - full day for all staff
December 19, Friday	Winter recess begins at the end of the day
January 5, Monday	School reopens - full day for all staff
January 19, Monday	School closed
February 12, Thursday	Mid-Winter Break –No School
February 13, Friday	Mid-Winter Break –No School
February 16, Monday	Mid-Winter Break-No School
February 17, Tuesday	Mid-Winter Break –No School
February 18, Wednesday	School reopens - full day for all staff
April 10, Friday	Good Friday – No School
April 13, Monday	Easter Monday – No School
April 20, Monday	School reopens - full day for all staff

May 22, Friday	School closed
May 25, Monday	Memorial Day – No School
May 26, Tuesday	School reopens – full day for all staff
June 5, Friday	Last day of classes for students
June 10, Wednesday	Last day of work for Group A clerical employees
June 24, Wednesday	Last day of work for Group B clerical employees

Clerical Calendar 2008-09

Five (5) optional flex workdays may be scheduled as mutually agreed to by the clerical employee and the building administrator.

NOTE: The school calendar may be adjusted to accommodate MEAP testing.

Appendix "C"
Clerical Calendar
2008-2009

GROUP					C	B	A	D
Holidays								
July 4	Independence day				x			
Sept. 1	Labor Day Mon.				x	x	x	x
Nov. 26	Thanksgiving				x	x	x	
Nov. 27	Thanksgiving				x	x	x	x
Nov. 28	Thanksgiving				x	x	x	x
Dec. 24	Christmas Eve				x	x	x	
Dec. 25	Christmas Day				x	x	x	x
Dec. 31	New Years Eve				x	x	x	
Jan. 1	New Years Day				x	x	x	x
April 10	Good Friday				x	x	x	
April 13	Easter Monday				x	x	x	
May 25	Memorial day				x	x	x	x
Paid Days Off								
Aug. 29					x	x	x	x
Dec. 22					x	x	x	
Dec.23					x	x	x	
Dec. 26					x	x	x	
Dec. 29					x	x	x	
Dec. 30					x	x	x	
Jan. 2					x	x	x	
Feb. 12					x	x	x	
Feb.13					x	x	x	
Feb.16					x	x	x	
Feb.17					x			
April 14						x	x	
April 15						x	x	
April 16						x	x	
April 17						x	x	
					23 Days	25 Days	25 Days	7 Days
Non Paid Days Off								
Jan.19						x	x	
Feb.17						x	x	
May 22						x	x	

(a) Paid days off are days listed on the above calendar schedule and are exclusive of those days that are designated as Holidays, and exclusive of vacations. Paid days off shall be paid to all seniority Employees as they occur.

(b) Group C Employees shall earn a prorated portion of the vacation days identified in any partial year and shall be credited on July 1.

(c) Employees promoted to Group C positions shall receive a prorated vacation based on 5/6th of a day per month employed in the school year the promotion took place.

(d) Group C Employees who have completed ten (10) years or longer of employment in the district shall be awarded yearly vacation as follows:

Completion of:

Tenth year	Eleven (11) days
Eleventh year	Twelve (12) days
Twelfth year	Thirteen (13) days
Thirteenth year	Fourteen (14) days
Fourteenth year	Fifteen (15) days
Fifteenth year	Sixteen (16) days
Sixteenth year	Seventeen (17) days
Seventeenth year	Eighteen (18) days

Said vacation shall be awarded on July 1st following the year it is earned.

(e) Employees of the high schools and middle schools may be required to work a different calendar schedule than provided for their classification according to the needs of the Employer during the summer months. Such change in schedule will be made provided their building administrator has notified them of such need by April 1. The Employee whose schedule has been changed will receive a vacation equal to the summer vacation received by Employees who work according to the calendar schedule above. Rearrangement of summer work for Group B Employees will not affect their pay for July 4. Those Employees who do not work the full Group B work schedule will not be paid for the July 4th holiday.

ARTICLE XXXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of the first (1st) day of July, 2006, and shall remain in full force and effect until the thirtieth (30th) day of June, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by March 15 that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than March 31; unless by mutual agreement another date is agreed to. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this

Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XL

SEPARATION CLAUSE

(a) If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees 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.

APPENDIX "D"

COMMUNITY EDUCATION CLERICAL PERSONNEL

CLERKS (EMPLOYEES WORKING LESS THAN 20 HOURS PER WEEK)

Funeral leave - One (1) day per year with pay shall be allowed as funeral leave

WAGES (less than 20 hours per week):

CLERICAL SALARY STRUCTURE 2005/2006					
2005/2006	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	8.60	9.60	10.36	11.11	11.87

CLERICAL SALARY STRUCTURE 2006/2007 (1.5% INCREASE)					
2006/2007	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	8.73	9.74	10.52	11.28	12.05

CLERICAL SALARY STRUCTURE 2007/2008 (2.5% BASE INCREASE)					
2007/2008	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	8.94	9.98	10.78	11.56	12.35

CLERICAL SALARY STRUCTURE 2008/2009 (3.0% INCREASE)					
2008/2009	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	9.22	10.28	11.10	11.91	12.72

EMPLOYEES WORKING TWENTY (20) HOURS OR MORE PER WEEK

- HOLIDAYS** Each Employee will receive seven (7) holidays with full pay: Friday prior to Labor Day, Labor Day, Thanksgiving Day, Thanksgiving Friday Day, Christmas Day, New Year's Day, and Memorial Day
- PERSONAL** Two (2) days shall be provided for each Employee
- LEAVE DAY** Restrictions same as all Unit Members
- SICK DAYS** Each Employee will earn one-half (1/2) sick day per month. Restrictions and accumulations same as all Unit Members
- CHILD CARE LEAVE** Consistent with all Unit Members
- FUNERAL** Three (3) days with pay shall be allowed for a death in the immediate family (Immediate family consistent with all unit members). An additional two (2) days may be granted at the sole discretion of the Superintendent or his/her designee

INCLEMENT WEATHER Consistent with other unit members

INSURANCE PROTECTION

The Board shall provide, without cost to the Employee, group life insurance protection in the amount of \$30,000.00 with additional \$30,000.00 accidental death and dismemberment that will be paid to the Employee's beneficiary.

The Board shall provide income protection insurance, without cost to the Employee, for an Employee covered under this Agreement in accordance with the following provisions:

1. Long term disability payments in the amount of sixty-six and two-thirds percent (66 2/3%) of salary to a maximum of \$2,500.00 per month shall begin at the end of ninety (90) days of disability and continue until age sixty-five (65) at no cost to the Employee in the event of permanent disability.
2. Insurance company to be selected by the Board.

The Board shall provide a seventy-five dollar (\$75.00) (pro-rated) per month annuity.

WAGES (more than 20 hours per week):

CLERICAL SALARY STRUCTURE 2005/2006					
2005/2006	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.15	11.10	11.77	12.38	13.05

CLERICAL SALARY STRUCTURE 2006/2007 (1.5% INCREASE)					
2006/2007	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.30	11.27	11.95	12.57	13.25

CLERICAL SALARY STRUCTURE 2007/2008 (2.5% BASE INCREASE)					
2007/2008	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.56	11.55	12.25	12.88	13.58

CLERICAL SALARY STRUCTURE 2008/2009 (3.0% INCREASE)					
2008/2009	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.88	11.90	12.62	13.27	13.99

(a) One time stipend of \$150.00 will be paid to each member (working 20 hours or more) on or before the first pay day of December, 1996.

(b) The following Articles of the Master Agreement are applicable for Community Education Clerical Personnel working twenty (20) hours or more:

ARTICLE

I

II

III

IV

V b, c, d, e, only

X

XIV

XVIII a, b, c only (Probationary Employees)

XIX seniority within the Community Education classification only

XX

XXI

XXXIII

XXVI

XXIV

XXVIII

XXXV

XXIX

XXXVI

XXXI

XXXIX

XXXII

XL

L'ANSE CREUSE PUBLIC SCHOOLS

PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES



Name	Position
Social Security Number	Location
Date	

Scale [√]	Catagorical Characteristics:	Comments
	A. Performance	
S M U	1. Completes tasks appropriately	
S M U	2. Initiates tasks without outside directions	
S M U	3. Takes and transcribes dictation/composes letters	
S M U	4. Demonstrates appropriate typing/computer skills	
S M U	5. Exhibits technical ability in operating and maintaining office machines	
S M U	6. Possesses Telephone / communication skills	
S M U	7. Exhibits diplomacy with students, co-workers, staff/community	
S M U	8. Files and locates materials	
S M U	9. Demonstrates organizational skills	
	B. Personal Qualifications	
S M U	1. Has regard for appropriate standard of dress	
S M U	2. Exhibits self-confidence; is well poised	
S M U	3. Makes appropriate decisions	
S M U	4. Accepts constructive criticism and is cooperative	
S M U	5. Has ability to withstand pressure and remain calm in crisis situations	
S M U	6. Is punctual	
S M U	7. Maintains regular attendance	

FUTURE GOALS AND OBJECTIVES (APPLICABLE SUGGESTIONS FOR IMPROVEMENT)

Appraising Supervisor
 Personnel - White
 Employee - Yellow **Date** _____
 Appraising Supervisor - Pink

Employee Signature
Date _____

LETTER OF AGREEMENT

between

L'ANSE CREUSE PUBLIC SCHOOLS BOARD OF EDUCATION

and

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL

Re: Determination of Seniority

The Association and the Board of Education agree to the following procedure in determining seniority, which is consistent throughout other bargaining units in the district.

- If more than one (1) employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the employee's social security account number (SSAN). The employee with the lower number will be the senior employee.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendent

Colleen Schwark, LCESPA President

Signature page on file

Date: March 22, 2004

LETTER OF AGREEMENT

between

L'Anse Creuse Board of Education

and

L'Anse Creuse Educational Support Personnel Association

RE: RECLASSIFICATIONS

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following clerical position reclassification:

- The elementary media clerk position will be reclassified from a classification II to a classification I.
- Current elementary media clerks will be "grandfathered" as classification II media clerks. They will not be affected by this change. These current individuals are: Suzanne Arnaiz, Kathleen Benedetti, Marilyn Bondy, Nancy Brown, Gail Ehlich, Wanda Peyerck, Nancy Shevela, Karen Smith, Paula Spranger and Jean Volos.
- When these individuals leave the elementary media clerk positions, the vacant position will be posted as a classification I position.
- The middle school counseling clerk position will be upgraded to classification II. These individuals are: Lynn Houbeck, Adele Kuhar, Debra Simpson, and Nancy Chambers.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendent

Colleen Schwark, LCESPA President

Signature page on file

Date: October 20, 2003

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: CLERICAL CHANGES

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following clerical position changes in the Department of Curriculum and Instruction:

- Linda Lohrer will be reassigned as the secretary to the Director of Instructional Support. She will be grand fathered into this position at her current classification V, 52-week bargaining unit member status with the understanding that the position classification would be reevaluated should Linda Lohrer leave.
- Stephanie Brennan will be reassigned at her current classification I, 52-week unit position as .5 of the day in the Assistant Superintendent for Curriculum and Instruction, .5 of the day in Superintendent's office.
- The two non-affiliate positions currently assigned to the Executive Director of Elementary and Secondary Education will be reassigned to the Assistant Superintendent of Curriculum and Instruction and the Executive Director for Student Services and Special Projects. They will remain as non-affiliate positions.

For the Association:

For the Board of Education:

Signature

Signature

Signature page on file
Date: October4, 2002

LETTER OF AGREEMENT

between

L'Anse Creuse Board of Education

and

L'Anse Creuse Educational Support Personnel Association

**RE: TEMPORARY EMPLOYMENT STATUS
TO PERMANENT EMPLOYMENT STATUS**

As per article XXXIV, section C, "Association personnel who fill a temporary position shall receive the pay step of the classification which will give him/her a raise...."

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree that should the temporary position become permanent and the Association member filling the temporary vacancy be the successful applicant for the permanent position, he/she will be placed on that step consistent with his/her Association seniority.

Example: A classification 1, step 5 employee (\$13.44/hour) moves to a temporary classification 2 position. He/she would be placed on step 4, classification 2 (\$13.58/hour) since this would generate a pay raise. If at a later date the position becomes permanent and the same employee is the successful applicant, he/she will be placed on step 5, classification 2. (If the individuals seniority date has occurred during the temporary placement that employee would be at step 6.)

For the Board of Education:

For the Association:

John Armstrong, Superintendent

Nancy Nutting, LCESPA President

Signature page on file

Date: January 11, 2001

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: HEALTH INSURANCE COVERAGE

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree that representatives of the Board and the Association will be part of a committee to research health care carriers and costs of coverage equal to their current Blue Cross Master Medical Option II Insurance Plan.

In the event that this committee is successful in securing equal coverage, their recommendation will be presented to the Board of Education for final approval.

For the Association:

For the Board of Education:

Nancy Nutting, LCESPA President

Linda McLatcher, President

Signature page on file
Date: June 12, 2000

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: COMMUNITY EDUCATION CLERICAL PERSONNEL

The Association and the Board of Education agree that the position of Clerk, which falls under the terms of the Master Agreement, APPENDIX "D", COMMUNITY EDUCATION CLERICAL PERSONNEL; shall be changed to reflect the following:

1. the position has been upgraded from forty-three (43) weeks to fifty-two (52) weeks;
2. it shall include ten (10) days of paid vacation;

and

3. it shall include one (1) additional personal day and one (1) additional sick day.

For the Association:

For the Board of Education:

Nancy Nutting, LCESPA President

Larry Rancilio, Assistant Superintendent

Signature page on file

Date: April 4, 1995

LETTER OF AGREEMENT

between

L'ANSE CREUSE PUBLIC SCHOOLS BOARD OF EDUCATION

and

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL

Re: Article I , (a) Recognition, removal of members from bargaining unit

The Association and the Board of Education agree to the following; the position of Secretary to the Executive Director for Support Services will remain in the Clerical Bargaining Unit. When Wendy Berger, current secretary, leaves this position it will be moved out of the LCESPA unit.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendent

Brenda Florence, LCESPA President

Date

Date

Signature page on file
Date : January 22, 2007



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Community BlueSM PPO

Benefits-at-a-Glance

Plan 1 for L'Anse Creuse Public Schools Group 63757

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services – *\$250		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15 	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered – 100% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered – \$20 co-pay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$20 co-pay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 co-pay	Covered – 80% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%
Diagnostic Services		
Laboratory and Pathology Services	Covered – 100% after deductible	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered – 80% after deductible
Therapeutic Radiology	Covered – 100% after deductible	Covered – 80% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 100% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 80% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to dollar maximum which is adjusted periodically	
Home Health Care	Covered – 100%	Covered – 100%
	Unlimited visits	

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 100% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100% after deductible	Covered – in designated facilities only Up to \$1 million lifetime maximum per transplant type
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after deductible	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 80% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 80% after deductible	Covered – 80% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 80%	Covered – 80%
• Physician's Office	Covered – 80% after deductible	Covered – 80% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 80%	Covered – 80%
	Up to the state-dollar amount which is adjusted annually	

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after deductible	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – \$20 co-pay	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	\$10/\$20 co-pay	\$10/\$20 co-pay

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	\$100 per member, \$200 family per calendar year	\$250 per member, \$500 family per calendar year
Copays		
• Fixed Dollar Copays	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	20% for mental health care, substance abuse treatment and 50% for private duty nursing	20% for general services and mental health care, substance abuse treatment and 50% private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$3,000 per member, \$6,000 per family per calendar year
Dollar Maximums	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

Additional Riders

CBD \$100-P	Adds an in-network deductible of \$100 per member, \$200 per family per calendar year for most covered PPO services.
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.
Rider CB-OV\$20, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$20.
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and prescription oral or injectable contraceptive medications. Note: These riders are only available as a "package" with prescription drug coverage.
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.
Rider CB-MH20%, Mental Health/Substance Abuse Treatment	Decreases co-pay to 20% for mental health care services and substance abuse treatment provided by both network and non-network providers.
Rider CB-MHP, Mental Health Parity	Eliminates annual and lifetime maximums for mental health care. The separate annual and lifetime maximums still apply to the substance abuse treatment.



L'Anse Creuse Public Schools
DentalGuard Maximum Rollover Network Access Plan (NAP) Program
Benefit Illustration - Clerical

Percentage Paid

No Deductible

Services

Preventive Services

75%

- Emergency Palliative Treatment
- Fluoride Treatments for Children - every six months under age 14
- Oral Examination - every six months
- Space Maintainers for Children - under age 16
- Teeth Cleaning - every six months
- Topical Sealants for unrestored molar teeth - one treatment for child(ren) under 16 in a three (3) year period
- X-Rays - four bitewings every twelve months full mouth series every five years

Basic Services

75%

- Diagnostic Consultation- one per year
- Endodontic Services/Root Canal Therapy
- Fillings: Amalgam & Anterior Composites
- General Anesthesia- surgical procedures only
- Injectable Antibiotics- for treatment of a dental condition only
- Laboratory Test
- Oral Surgery- Uncomplicated extractions
- Periodontal Services
- Crowns: Resin & Metal
- Inlays, Onlays, & Posts
- Repairs of dentures, bridgework, crowns, etc.

Major Services

50%

- Bridges Installation-fixed and removable
- Dental Implants
- Dentures- Full and Partial

Orthodontic Services

75%

- \$750 lifetime maximum for child(ren) under age 19
- Orthodontic services are not subject to Maximum Rollover

Plan Features

- There is a \$1,000 annual maximum for Preventive, Basic and Major services combined, subject to Maximum Rollover.
- Maximum Rollover: With Maximum Rollover, we'll roll over a portion of each member's unused annual maximum, called the Maximum Rollover Amount, into his or her Maximum Rollover Account (MRA). The MRA can be used in future years, if a member reaches the plan's Annual Maximum.

Even better, if a member uses the services of Preferred Providers exclusively during the benefit year, we'll increase the amount credited to his or her MRA to the In-network Only Maximum Rollover Amount.

To qualify, a member must submit a claim and not exceed the paid claims Threshold during the benefit year. The employee and each insured dependent maintain separate MRAs based on their own claim activity. Each member's MRA may not exceed the MRA limit.

PLAN ANNUAL MAXIMUM *	THRESHOLD	MAXIMUM ROLLOVER AMOUNT	IN-NETWORK ONLY MAXIMUM ROLLOVER AMOUNT	MAXIMUM ROLLOVER ACCOUNT LIMIT
\$1000	\$500	\$250	\$350	\$1000

- Employee joining the plan as a new entrant with 3 months or less remaining in the benefit year: the MRA accumulation will begin as of the first full benefit year. (Example: An Employee joining in November of 2007, claim activity in 2008 will be used and applied to MRAs for use in 2009).
- Children are covered up to age 19 or 25 if a full time student.
- Employee/Dependents enrolling outside of the plan eligibility period may be subject to Late Entrant¹ penalties.
- *In-network* benefits are based on a negotiated contracted fee schedule, *Out-of-network* benefits are based on usual, reasonable, and customary rates for a given area. While employees retain complete freedom of choice, the employee benefits by using an *In-network* dentist because of significant contracted discounts result in less out-of-pocket expenses; enabling the employee to receive more services during the year than if he or she visited an *Out-of-network* dentist.
- Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at www.GuardianLife.com.
- Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable. (This includes orthodontic treatment if your plan includes it).
- **Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3 - DG2000

¹ A late entrant is a person who becomes insured more than 31 days after he is eligible; or becomes insured again, after his coverage lapsed because he did not make required payments. We won't cover charges incurred by a late entrant for (1) Group II (basic) services until 6 months from the date he is insured by this plan; and (2) Group III (major) services until 12 months from the date he is insured by this plan and Group IV (orthodontics) services until 24 months from the date he is insured by this plan.

DentalGuard General Limitations and Exclusions

This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments, any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DG2000 et al.

This handout is for illustrative purposes. You will receive benefit booklets when your enrollment application is processed. If there is a discrepancy between this handout and your benefit booklet, the benefit booklet prevails.

The Guardian Life Insurance of America
7 Hanover Square, New York, New York 10004

**L'Anse Creuse Educational
Support Personnel Association**

**L'Anse Creuse Public Schools
Board Of Education**

BY: _____
Michele Israel
Executive Director
MEA-NEA Local I

By: _____
John Hart
President
Board of Education

By: _____
Brenda Florence
President
Educational Support Personnel
Employees, MEA-NEA, Local 1-6E

By: _____
Mary Sanders
Secretary
Board of Education

By: _____
Nancy Nutting
Chief Negotiator
Educational Support Personnel
Employees, MEA-NEA, Local 1-6E

DATE: _____

DATE: _____

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