

OCTOBER 16, 2006- JUNE 30, 2011

MASTER EXTENSION AGREEMENT

BETWEEN

SOUTH LYON SCHOOLS

AND THE

**MICHIGAN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Michigan Educational Support Personnel Association, through its local affiliate, the South Lyon MESPA/NEA (hereinafter referred to as the "Union") as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all employees engaged in work related to secretarial and clerical duties, including bookkeepers, all full and regularly scheduled part-time paraeducators, and day-care center caregivers and site leaders but excluding noon hour/playground paraeducators, high school students when employed in the day-care center, the secretary to the Superintendent and the Administrative Services Secretary to the Assistant Superintendent for Administrative Services.
- B. For the duration of this Agreement, the Board agrees not to negotiate with any organization other than the Union representing the employees recognized in Article I, Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not consistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
- C. This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Association.

ARTICLE II - UNION SECURITY

- A. All employees, as defined in Article I, Section A, shall as a condition of employment:
1. Sign and deliver to the Board of Education an assignment authorizing deduction of regular membership dues and assessments of the Association, including the National and Michigan Education Associations, and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
 2. Any employee not electing to become a member of the Association within thirty (30) days from the commencement of duties shall pay as a service fee to the Association an amount established by the Association and payable to the Association, the NEA and the MEA.
 3. Authorization for deductions of Political Action Contributions must be made each calendar year on a form provided by the Association. Should an annual authorization not be required by law, the parties agree that the annual authorization shall be discontinued and the requirements of law followed.
- B. In the event that dues and assessments, or a service fee in an amount established by the Association shall not be paid, the Board upon receiving a signed statement from the Association indicating that a employee has failed to comply with the conditions shall immediately begin payroll deduction of said fee.
- C. Those wishing to pay their dues or service fees in cash shall do so by November 1. The payment should be made to the Association.
- D. The Association agrees to promptly advise the Board of all members of the Association in good standing and from time to time to furnish any other information needed by the Board to fulfill the provisions of this Article which are not otherwise available to the Board.
- E. Authorized deduction of membership dues or service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year, and the Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

F. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The District cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability and damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this article.

3. The Association shall hold the District and members of the Board of Education harmless on account of any monies deducted and remitted to the Association pursuant to this Article.

ARTICLE III - DEFINITIONS

- A. Whenever the term "Board" is used, it shall mean the Board of Education of the South Lyon Community School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- B. Whenever the term "Union" is used, it shall mean the M.E.S.P.A., and shall include its designee upon whom the Union has conferred authority to act in its place and stead.
- C. Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term "Union Representative" is used, it shall mean the person designated by the Union to represent an individual or group of employees.
- G. Whenever the term "immediate family" is used, it shall mean husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, of the employee or the employee's spouse, or any relative of either spouse living in the employee's home.
- H. Year-round employees are those regularly scheduled to work during each of the twelve months.

ARTICLE IV - UNION AND EMPLOYEE RIGHTS

- A. Pursuant to act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activities. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee by reason of his/her membership or nonmembership in the Union, or participation or lack thereof in collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Union may with prior approval of the Superintendent or his designee use school facilities and equipment; including typewriters, computers, copy machines, other duplication equipment normally available to employees at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:
1. The above conditions are met.
 2. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
 3. The purpose is for internal business use of the Union and is not for public distribution.
 4. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards and other

established media of communication shall be made available to the Union and its members provided a copy of any material posted or distributed through district media is provided to the Superintendent or his/her designee.

- C. The Board agrees to furnish the Union, in response to reasonable written request, such information as to which the Union has a right to access under provisions of the Freedom of Information Act or PERA. It is specifically recognized that this provision will not require the Board to compile information not already compiled.
- D. The Union shall receive five (5) days each year of this contract to conduct union matters including attendance at MESPANEA workshops and representative assemblies. The President of the Union will make written request for union days to the office of the Assistant Superintendent for Administrative Services at least forty-eight (48) hours before the day(s) are needed; a maximum of two (2) per day, with whole or half days only.
- E. Procedures used in implementing the Freedom of Information Act (FOIA) as it applies to the personnel files of employees shall be as follows:
 - 1. When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If the charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law. If discipline is imposed, it shall become part of the employee's file.
 - 2. The District agrees to verbally notify an employee and the Association President within two (2) working days when it receives a request for all or part of the employee's personnel file under FOIA. If requested, the District shall meet with the affected employee and an Association representative prior to the release of information, if possible, to review the FOIA request and the document(s) requested. The District may agree to redact information as legally provided, however, the District's decision on redaction shall be final.
 - 3. All exempt materials as outlined in Section 13(1) of the FOIA will be redacted prior to the release of any information.
 - 4. Any records of disciplinary action which are more than four years old will be deleted from the file before the file or any

portion of it is released pursuant to a FOIA request, provided this is legally possible.

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE VI - GENERAL QUALIFICATIONS

- A. The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status and to represent all employees without regard to membership or participation in, or association with, the activities of any employee organization.
- B. The Board agrees that it will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, or membership or participation in, or association with the activities of any employee organization in the hiring or placement of personnel.
- C. A job description shall be furnished every employee clearly describing what the duties entail, including hours and length of work year.
- D. No job description shall be changed, and no job shall be reclassified individually, except after consultation with the Union.

ARTICLE VII - EMPLOYEE HEALTH CERTIFICATION

In order to provide continuing health protection for students and other school personnel it is agreed that, upon initial employment each employee shall provide by certification of his/her private physician evidence of:

- A. Such state of physical and mental health that s/he is able to attend to his/her assigned duties without undue absence during the ensuing year; and that such physical examination fee to be reimbursed by the District not to exceed \$25.00.
- B. At least every three (3) years, or as required by law, thereafter, the employee will show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, evidence of the test to be submitted to the District. The District shall reimburse the fee for said test to the employee to the extent it is not covered by insurance.
- C. If, for any reason, the District requests an employee to have an additional physical examination by his/her own physician or one recommended by the District, such an examination shall be at the expense of the District to the extent it is not covered by insurance.

ARTICLE VIII - SENIORITY

- A. Seniority shall be defined as length of service within the following classification groups:

- Classification I - Secretarial/Clerical
- Classification II - Paraeducators
- Classification III - Data Processor, Principals Secretary
- Classification IV - Bookkeeper
- Classification V - Kid's Club Caregivers & Site Leaders

Accumulation of seniority shall begin on the employee's first working day. Time spent on layoff, paid leave of absence, and unpaid medical leave of absence shall be counted as "service," and seniority shall continue to accrue during such time, but such time shall not count toward longevity or salary schedule placement, except paid leave time. In the event that more than one employee has the same starting date, position on the seniority list shall be determined by a lottery.

- B. A probationary period of ninety (90) calendar days, not counting any time the employee is not working during the summer, shall be served by all new employees. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. The employer shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and distributed to all bargaining unit employees and the Union within thirty (30) days after ratification, with revisions and updates prepared and distributed annually thereafter.
- D. In the event of a transfer between classification groups, seniority will be frozen in the previous classification and will begin to accrue in the new classification group on the first day worked therein. The seniority list will indicate the employee's seniority in his/her current classification group as well as any seniority frozen in the other. However, in the event of a transfer between the Secretarial/Clerical (Class I) classification, the Data Processor (Class III) and the Bookkeeper (Class IV) classification, a member shall maintain their accrued seniority. Lateral moves will occur for Class I, III and IV. Classifications II and V will be placed on the step where they would not receive a wage reduction.

- E. Bargaining unit members transferring to non-bargaining unit positions shall retain previously accumulated seniority for a period of up to one (1) year, but shall not accrue additional seniority while out of the unit. If such bargaining unit members choose to return to the unit during their first year in a non-bargaining position, they may use their previously accumulated seniority to bump the least senior member in their previous classification.

ARTICLE IX - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy shall be defined as a newly created bargaining unit position or a current position to be filled. It is expressly recognized that positions that are open due to an employee taking a medical leave of absence of one year or less are not considered vacancies and may be filled by the Board as it wants, provided that bargaining unit members on layoff who meet the qualifications previously established for the position shall have the right to fill the position for the duration of the medical leave of absence. This right shall be exercised in order of seniority among those bargaining unit members on layoff who meet the qualifications of the position. While exercising this right, bargaining unit members shall be paid the substitute rate for the position. The Union shall be notified in the event of the creation of any new bargaining unit position.
- B. 1. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) work days, prior to the date the position is to be filled. Said posting shall contain the following information:
- a) Type of work.
 - b) Location of work.
 - c) Starting date.
 - d) Hours to be worked.
 - e) Classification.
 - f) Minimum requirements and duties.
 - g) Weeks worked per year.
2. Position and wages must be commensurate with classification as shown on the salary and classification schedule. During the summer, vacancies and new positions will be posted for at least ten (10) calendar days prior to having the position filled. Vacancies occurring during the summer in the Kid's Club Program will be posted for only five (5) work days. A copy of summer postings will be mailed to employees, who express an interest in writing to the Assistant Superintendent for Administrative Services prior to June, at their last known address. A copy of summer postings will also be posted in each building that is open.

- C. Vacancies and new positions will be filled with the most qualified applicant for the position based on criteria such as training, experience, attitude, seniority and ability to get along with others. The determination of qualifications shall be made by the administration, however, the administration shall not be arbitrary or capricious in making this decision. Internal bargaining unit members who meet the minimum qualifications shall be interviewed before external candidates, and external candidates shall only be interviewed if a determination is made by the administration that no internal candidate is qualified for the position. Nothing shall prohibit the District from posting any position externally at the same time as the internal posting.

Employees in the Kid's Club shall be assigned in accordance with the bid process by seniority. Available assignments shall be filled by the bid process at the beginning of the school year and at the beginning of the summer session. New positions or vacant positions shall immediately be posted in accordance with B above, and shall thereafter be filled by the bid process. After the bid process is followed by employees in Classification IV, employees in other classifications may apply in accordance with other paragraphs in this section. Caregivers and Site leaders will remain in the same position unless another Caregivers and site leader position becomes vacant or by mutual agreement between the site leader and the administration.

- D. Any time an employee with seniority is passed over, the reasons will be discussed in person with the employee before the appointment is publicly announced. After a voluntary transfer, an employee shall remain in that position for one year before becoming eligible for another transfer.
- E. Employees shall not be placed on a lower step of the salary schedule due to transfers within a classification group. Bargaining unit members voluntarily transferring to a new classification group shall start at the second step of the appropriate pay grade. In such an event, the provisions of Article VII Section D shall apply.
- F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- G. Former employees (if hired) shall be treated as new employees (seniority), provided, however, that any former employee rehired may be given salary schedule credit at Step 2 for any time previously spent in a classification group.

- H. The Superintendent shall have the initial authority to assign all classified personnel after the posting and other policies as listed above have been followed and after consultation with the employee and his immediate supervisor.
- I. A copy of all job descriptions for all positions covered by this Agreement shall be given to the Union.
- J. Temporary assignments are not subject to this Agreement. Temporary assignments are those assignments of a transient nature designed to assist the regular employee with their normal duties and/or work assignments, not to exceed four (4) months in duration. The administration agrees not to replace any bargaining unit employees for positions with temporary assignments. Should such assignments occur, then said assignments shall be subject to the grievance procedure.
- K. An employee asked by a supervisor to assume the duties of another employee for a full working day or longer will be paid the regular rate for those duties. An employee's rate of pay shall not be reduced as a result of any change in duties of less than one week in duration.
- L. The parties agree that the position of instructional paraeducator for one single special education student is different than that of other positions in the bargaining unit, because of the nature of the job and the fact that a bond must be forged. Therefore, if a paraeducator is hired on a temporary basis, per Article VIII, Section J, and the position is subsequently made permanent under the child's IEPC, the temporary paraeducator shall have first consideration for the position. Further, due to the special nature of these positions, the probationary period for a paraeducator assigned to one special education student is 30 days. If the position is filled by an employee who has already satisfied the 90 day probationary period required by this contract, s/he must still satisfactorily complete the 30 day probationary period. If the paraeducator's performance during the probationary period is not satisfactory, or if a bond is not forged between the paraeducator and the child, the paraeducator has the option of returning to his/her former position.

ARTICLE X - PROFESSIONAL GROWTH ON THE JOB

- A. All employees are urged to seek ways of improving personal skills and job performance by training, by serving on committees, and cooperating with school and civic projects.
- B. The Board shall work with employees in cooperative planning of programs to meet in-service training needs, including extension courses, study groups, special conferences and demonstrations.
- C. Employees shall be encouraged to participate in local, state and professional organizations.
- D. Eligibility to attend conferences and conventions shall be based upon rotation, professional interest or leadership in positions of affiliation.
- E. Upon approval of the Superintendent, special arrangements for the visitation to other school districts, for purposes of observation and training, may be granted where work schedules can be adjusted and where budgetary allocations permit.
- F. Attendance at conferences or professional meetings may be requested by either party. If the employee is permitted to attend, expenses shall be paid by the Board, (unless other mutually agreeable arrangements are worked out in advance), and the employee shall suffer no loss of pay should the meeting occur during working hours.
- G. Beginning with the 2004-2005 school year, prior to the start of school, all special education and transportation Para educators will be provided up to one (1) day of medical training to address the duties and procedures of the special needs children they supervise. Additional training will be provided during the school year as new needs arise.
 - 1. All medical training will be provided by a qualified medical professional.
 - 2. Following medical training, all special education and transportation Para educators will be provided all necessary supplies and equipment to carry out medical procedures.
 - 3. Para educators will be paid their hourly rate for each hour of training. In the event, it is necessary to hold medical training outside the District, mileage will be paid.

ARTICLE XI - WORK SCHEDULES

- A. The normal workday for full-time members of the bargaining unit shall consist of eight (8) consecutive hours, excluding one-half hour duty free lunch period taken between 10:30 a.m. and 1:30 p.m.; but including a work break of not to exceed 15 minutes in the first half and 15 minutes in the second half of the work day. During vacation periods that is, those days worked when the students are not in school, the normal work day for full-time members of the bargaining unit shall consist of eight (8) consecutive hours, including a one-half (1/2) hour duty free lunch period. This section does not apply to caregivers.
- B. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building and/or department.
- C. When schedules/hours of caregivers vary on a temporary or emergency basis within the building and/or department, the supervisor and employees affected will determine hours of each employee on a voluntary basis unless voluntary agreement cannot be reached in which case seniority among those affected will control in allowing employees to choose among various available schedules. If there are still open positions after the bidding has taken place, the Board may rotate mandatory assignments by classification within a building. This rotation shall begin at the bottom of the seniority list and continue through to the top. In the next situation which requires mandatory assignment, the rotation shall begin with the person who is next most senior to the person who had the mandatory assignment in the previous situation.
- D. In case of illness, employees who have worked at least three (3) hours shall be counted as present one-half day; the completion of six (6) hours shall be considered a full day of work. For part time employees, the deduction shall be proportional based on the length of their work day.
- E. Employees shall be paid time-and-one-half for all hours worked over forty (40) hours in any one week.

- F. Employees shall be paid double time for all hours worked on Sundays and holidays. Employees shall have the right to refuse to work overtime hours on Sundays or holidays.
- G. When authorized by the Superintendent, all time (including overtime) worked by the employee away from her regular work station shall be credited to the employee for payment purposes.
- H. All overtime shall be divided as equally as possible between full-time employees of each building and/or department according to their skills.
- I. All employees who are required by law to have a tuberculin skin test shall be given reasonable release time to obtain the test at the beginning of the school year.
- J. Year-round employees in Classifications I, III and IV may work a summer schedule from June 15 to August 15. During this period, employees electing this option, shall work a 7 hour day plus a ½ hour paid lunch period for a total of 7-1/2 hours. The employee shall be paid for 7-1/2 hours. The 7-1/2 hours shall include a 15 minute rest period in the A.M. and a 15 minute rest period in the P.M. The central office shall be staffed from 8:00 a.m. to 5:00 p.m. regardless of which option the employee chooses, if the Board so chooses.
- K. When scheduled to work four (4) or more hours per day, employees of the Kid's Club will receive a fifteen (15) minute break with pay. When scheduled to work seven (7) or more hours per day, employees will receive two paid breaks of fifteen (15) minutes, and a duty free lunch period of thirty (30) minutes without pay. This provision shall not apply to field trips.
- L. When an paraeducator is assigned or has responsibility for a medically fragile or special needs student, the paraeducator shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, unless the paraeducator has received training and is provided with the necessary equipment to perform the job as defined by the Board and is assigned to do so. Training shall consist of a series of workshops as determined by the Director of Personnel or his/her designee dealing with the general and specific needs of the student(s) that s/he is being assigned.

ARTICLE XII - PAYROLL

- A. The wages of an employee shall start at the time he reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the Board.
- B. When payday falls on a non-work day, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday.
- C. Payroll deductions, or changes in deductions, shall be supported by signed employee authorization forms.
- D. No deductions from any employee's pay shall be made without advance notice to the employee.
- E. Changes and/or cancellation notices of employee-authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.
- F. Legal authorization forms to determine exemptions must be filled out by all new employees. If an employee's tax exemption status changes, new W-4 forms should be completed ten (10) days prior to the effective date.
- G. Employees may use payroll deductions for the following:
 - 1. Hospitalization and related insurances.
 - 2. Union Dues.
 - 3. Credit Union.
 - 4. United Foundation.
 - 5. Other deductions approved by the Board and MESPA.
 - 6. MEAPAC & NEAPAC deductions.

ARTICLE XIII - EMPLOYEE ABSENCES

A. Sick Leave

1. Sick leave shall be credited at the start of each fiscal year at the rate of one day for each month worked, provided at least fifteen (15) days are scheduled to be worked during the month. Employees of the Kid's Club shall be allowed seven (7) days per year. A Kid's Club employee absent from work because of mumps, scarlet fever, measles, or chicken pox, will be paid for the days absent and the days will not be deducted from accumulated sick leave. Kid's Club employees hired after the start of the second semester shall receive 3.5 days for that year. All of the scheduled work days must be worked during the months in which the Christmas and Easter recesses take place and during the months of June and August. Excused absences except for unpaid leave of absence are considered time worked.

Kids Club employees who work during school vacation and take a sick day will be compensated their regular hours for that particular day. Additional hours scheduled that particular day (Example: Field trip) will not be compensated if the employee calls in sick.

- a) A year-round employee who uses four (4) or less sick days during the year shall have two (2) days added to her sick bank at the end of the current year.
- b) An employee who works less than year round and who uses three (3) sick days or less during her work year shall have two (2) days added to her sick bank at the end of the current year.
2. New employees shall be granted one sick day at the end of each month worked during the probationary period. After the satisfactory completion of probation, the employee shall be granted the balance of her sick leave for that fiscal year.
3. If the employee does not finish the year, the used, unearned sick leave shall be deducted from the final paycheck.
4. An employee's sick leave days, at the end of each year, shall be allowed to accumulate to a total of 111 for use in future years.

5. If an employee shall be ill for a period greater than his accumulated sick leave, it shall not affect his seniority or job classification.
6. Absence to provide necessary care for a member of the immediate family may be charged to sick leave and deducted from the employees accumulation of sick days provided that if more than ten (10) days are used in any one fiscal year for the above it will result in loss of pay, unless approved by the Superintendent.
7. If any employee is ill for a length of time greater than his/her accumulated sick leave, s/he must apply for medical leave of absence within ten (10) working days from her/his last paid sick day in order to protect her/his seniority and classification standings.
8. Employees shall be given an accounting of accumulated sick leave on each September 15.
9. Unused sick leave days shall be maintained in each employee's bank but shall not accrue during any leave of absence.
10. If the employer has reasonable cause to suspect abuse of the use of sick leave, the employee may be asked to provide verification of illness including a physician's statement or completion of form defined by the Family and Medical Leave Act.

B. Medical Leave of Absence

1. An employee may be granted up to one-year leave of absence, without pay, due to personal or immediate family illness. Employees on a medical leave of one year or less shall be entitled to return to their former job title, if that position still exists. If their position has been eliminated or if their medical leave is extended for an additional year, they may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII or they may bump the least senior person in their classification if qualified for the position. Should the employee not be qualified for the least senior position, s/he will be granted a leave of absence for up to one (1) additional year.

2. Written application for such leave shall be made by the employee to the Superintendent.
3. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
4. If the physician recommends a lighter work load, every effort shall be made by the Superintendent to place the employee in a classification in which he is capable of performing. The Board reserves the right to have an employee examined by its appointed physician before his return to work. This shall be at the expense of the Board of Education. In some cases the services of a mutually agreed upon third physician may be secured.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless it can be proved that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

C. Personal Business

All employees may be permitted two (2) personal business days per year deductible from sick leave. Personal business days may not be used for vacation or recreation but for personal business that cannot be scheduled at any other time. The employee shall notify her supervisor at least 24 hours in advance (except in emergencies) on the prescribed form, stating the nature of the personal business. The form will be forwarded to the Director of Business Affairs for final approval or denial.

D. Death in Immediate Family

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one to five scheduled working days as necessary for each death. The days shall be deducted from the accumulated sick days of the employee. Up to five (5) days per occurrence, not deducted from sick leave, shall be provided for the death of a husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the

corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home, and step-children and step-parents.

The working days allowed must be consecutive scheduled working days. If employee works on the day of death it shall not count as one of the five. If the day of death is not a scheduled work day the bereavement time shall begin on the next scheduled work day, provided all bereavement time must fall within seven calendar days following the day of the death. If the day of death falls within a vacation period, subsequent vacation time shall be credited back to the employee, not to exceed the five (5) days provided above.

E. Parental Leaves

1. Pregnancy Disability

- a) The pregnant employee shall be allowed to continue in her position as long as she is fit to perform her duties.
- b) The employee shall submit a request for pregnancy leave to the superintendent's office in writing sixty (60) days prior to the expected date of the birth of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.
- c) In the event of miscarriage prior to the inception of leave, and upon written request of the employee, the Board shall cause the granted leave to be voided.
- d) In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall be relaxed by the superintendent at the request of the employee.
- e) The employee shall be eligible to return from pregnancy leave upon filing her physician's statement that s/he is fit for employment. Employees returning from a pregnancy leave shall have the same rights as employees returning from a medical leave. The employee shall, within six (6) weeks of delivery, provide the Administration with a doctor's statement indicating the approximate date of return.

2. Child Care Leaves

- a) Child care leaves are available to employees for the primary care of children during infancy (approximately to 12 months). Requests for such leave shall be made in writing at least two (2) months prior to said leave. Requests shall state the expected date the leave is to begin and the expected duration of said leave.
 - b) The length of the leave shall not exceed one (1) year, but may be extended at the discretion of the Board, upon written request by the employee.
 - c) If a pregnancy disability is to be followed by a child care leave, the employee shall notify the superintendent's office in writing at least two (2) months prior to the expected date of the leave.
3. An employee may notify the Board of acceptance as an adoptive parent. If the employee desires, an unpaid leave of absence of up to one (1) year may be granted upon notice of placement of the child in the home. Such leave is granted to employees on the basis that the employee has the primary care and custody of the child.
 4. Return from Child Care or Adoptive Leave

Employees returning from a child care or adoptive leave of one year or less may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII, or they may bump the least senior person in their classification if qualified for the position and have greater seniority. Should the employee not be qualified for the least senior position, s/he will be granted a leave of absence for up to one (1) additional year.

F. Other Leaves

Employees called for jury duty, or subpoenaed, shall be granted a paid leave of absence for the time s/he is required, by law, to serve. Immediately upon receipt of payment for jury duty service, the employee shall remit payment to the business office (excluding travel allowances and reimbursement of expenses).

G. Personal Leaves

1. An employee who has been employed for one year, or more, may be granted up to one-year leave of absence, without pay, due to personal reasons.
 2. Written application for such leave shall be made by the employee to the Superintendent. The application must specifically list the reasons for requesting the leave.
 3. The decision of the Superintendent is final and not subject to the grievance procedure.
 4. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service.
 5. Leave of absence as described shall be without compensation from the Board.
 6. Leave of absence for personal reasons may be extended to maximum of two (2) years.
 7. An employee's leave of absence cannot be rescinded unless it can be proved that such employee has not adhered to the terms or conditions under which the leave was granted.
 8. An employee returning from a personal leave of one year or less may be returned to a position in the classification they left by filling a vacancy for which they are qualified as per Article VIII or they may bump the least senior person in their classification if qualified for the position and have greater seniority. Should the employee not be qualified for the least senior position, s/he will be granted a leave of absence for up to one (1) additional year.
- H. All employees on a non-medical leave shall notify the District at least two (2) months prior to the end of their leave of their intent to return from leave or request an extension of the leave.
- I. Family and Medial Leave

The Family Medical Leave Act shall be governed pursuant to the Board policy as adopted by the Board on May 1, 1995 except that the employer, or the employee, shall have the option of first using accumulated paid sick leave, vacation, and/or personal leave during the FMLA Leave. The remainder of any FMLA leave time will be unpaid. If the employer elects this option, the

employee will not be required to utilize their last five (5) days of accumulated sick leave.

ARTICLE XIV - INSURANCE BENEFITS

- A. The Board agrees to pay the premiums for health insurance coverage, according to family status, to eligible employees not covered elsewhere, upon submission of written application. Eligible employees shall select either Option A or Option B listed below. Except as modified below, the Board shall pay the premium up to the amount indicated below in this section for those employees regularly scheduled to work thirty (30) or more hours per week. For employees working at least (20) twenty but less than thirty (30) hours per week, the Board will pay a pro rata portion of the premium up to the amount indicated below in this section according to that portion of thirty (30) hours per week that employee is regularly scheduled to work, subject to payment of any excess by the employee through authorized payroll deduction. Employees working at least twenty (20) hours per week shall be eligible for all of the Option B insurance coverages and a proration of the cash option in lieu of health coverage. All employees working at least fifteen (15) hours, but less than twenty (20) hours, shall receive the LTD insurance as described in Option B with premiums paid by the district. For employees not working during the summer months, payment of the employees share of the premium must be received by the District prior to the premium payment date for coverage to be continued. Such premiums will be provided according to the following conditions:

There is a five (5) percent increase in the premium cap built in each year after the 2007-08 school year.

If, for the 2007-08 school year, the bargaining unit's MESSA-PAK Option A monthly rate exceeds \$1,128.54, the participant electing Option A shall reimburse the district for the excess through payroll deduction in equal amounts from the employee's regular pay.

If, for the 2008-09 school year, the bargaining unit's MESSA-PAK Option A monthly rate exceeds \$1,184.97, the participant electing Option A shall reimburse the district for the excess through payroll deduction in equal amounts from the employee's regular pay.

If, for the 2009-10 school year, the bargaining unit's MESSA-PAK Option A monthly rate exceeds \$1,244.22, the participant electing Option A shall reimburse the district for the excess

through payroll deduction in equal amounts from the employee's regular pay.

If, for the 2010-11 school year, the bargaining unit's MESSA-PAK Option A monthly rate exceeds \$1,306.43, the participant electing Option A shall reimburse the district for the excess through payroll deduction in equal amounts from the employee's regular pay.

If, for any of the years of this agreement specified above in this article, the bargaining unit's PAK A health insurance premium is less than the previously stated amount for any specific year, the MESPA employee shall be paid the difference in one lump sum at the end of the school year.

- B. Prior to the annual open enrollment period for medical health insurance the Association will designate the MESSA PAK A medical health insurance options to which members are entitled under the terms of Article XIV Section A of the Master Agreement.

The cost to the Board and/or bargaining unit member for the medical health insurance premiums designated by the Association shall be as defined in Article XIV Section A of the Master Agreement.

Year round employees' benefit period will be from July 1- June 30 and less than year round employees' benefit period will be from September 1- August 31.

- C. Option A shall include:
 - 1. MESSA PAK with program designated by the Association Annually
 - 2. \$20,000 term life insurance with AD & D. (Effective October 1, 2004 this amount will be increased to thirty five thousand (\$35,000).
 - 3. Long-term disability insurance as follows:
 - a) 50% of salary after a 90 calendar day waiting period.
 - b) Maximum payment of \$5,000 per month.
 - c) Social security freeze.

d) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.

4. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.

5. Vision care MESSA VSP- 3.

D. Option B shall include:

1. Cash in lieu of health in the amount of 2,000.00 per year which shall be increased by seventy-five (75) percent of the per pupil increase in each year of the contract.

2. \$20,000 term life insurance with AD & D. (Effective October 1, 2004 this amount will be increased to thirty five thousand (\$35,000).

3. Long-term disability insurance as follows:

a) 50% of salary after a 90 calendar day waiting period.

b) Maximum payment of \$5,000 per month.

c) Social security freeze.

d) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.

4. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.

5. Vision care MESSA VSP- 3.

E. General Conditions

1. Benefits will terminate:

a) Upon termination of this plan.

b) When the employee terminates his employment with the Board. Except, however, an employee may by cash payment pre-pay his insurance for those months between employment.

- c) When the employee leaves active work on strike.
2. The above mentioned benefits shall be by way of a fringe benefit with no cash reimbursement for these employees who do not qualify for such benefits.
 3. Employees on leave of absence in excess of three (3) weeks shall be required to pay for the insurance or else it will be terminated.
 4. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach by either of them of any obligation under this article.
 5. Differences between employees or beneficiaries of employees and an insurance company shall not be subject to the Grievance Procedure.
 6. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits provided shall commence on the first day of the month following the employee's first day of work of the employee and that coverage shall remain in effect continuously for the duration of the Agreement as long as the employee is actively employed by the Board.
 7. Notwithstanding the provisions of the Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
 8. Employees not eligible for health insurance may obtain health insurance benefits through the program listed above (at the employee's expense) if allowed within the rules and regulations of the carrier. Should an employee elect to do this, s/he must submit the monthly premium to the Business Office by 4:00 p.m. on the first of each month. If the first day of the month is a day on which the Business Office is not open, the premium must be submitted by 4:00 p.m. on the next day the Business Office is open. Failure to submit the premium by this time shall result in termination of benefits.

Employees may only take this option during the open enrollment period provided by the District or at the start of employment, and once an employee is terminated from benefits due to failure to pay the premium, s/he will not be reinstated until the next open enrollment period (if the employee so chooses). An open enrollment period will be provided upon ratification of this Agreement.

9. Employees absent due to a work related injury or disability shall continue to receive their insurance benefits described in Article XII Section A and B for two months.

ARTICLE XV - VACATIONS

- A. Vacation days shall not be cumulative from one year to the next and are to be taken annually.
 - B. No employee shall be granted pay in lieu of vacations.
 - C. Vacation credit shall be given for every month in which an employee received pay for the majority of the scheduled working days in that month.
 - D. Vacations are to be taken at a time that meets the approval of the immediate supervisor and the Superintendent.
- All Kids Club employees shall request vacation time in writing with 7 days notice.
- E. All days celebrated as holidays as enumerated in Article XVI falling within the vacation period shall not be counted as vacation days, and the vacation period shall be extended by the number of holidays falling within the vacation period.
 - F. Vacation for all year round employees will be calculated at the end of the fiscal year based on the hire date according to Section C of this Article. Both the Board and the Association agree to use the 15th day of the month of hire as the cut-off date for determining vacation eligibility for that month, not the actual days worked. All year round employees will receive two vacation days plus the following:
 - 1. One-half (1/2) day of vacation for each month worked during the first full year of employment based on hire date.
 - 2. After one full year based on the hire date; one (1) day of vacation earned for each month worked.
 - 3. After five (5) years based on the hire date; one and on-fourth (1 1/4) days of vacation earned for each month worked.
 - G. All less than year-round secretarial/clerical employees shall be granted eight (8) days vacation with pay. In the 2003-2004 school year, all less than year-round secretarial/clerical employees shall be granted ten (10) days of vacation and all paraeducators shall be granted three (3) days of vacation.
 - H. Paid vacation shall be interpreted as time worked.
 - I. The District reserves the right to close school offices and buildings during Christmas, Easter, and other such recesses.

Employees will not receive compensation for such recesses unless they are asked to work or are eligible for and apply for paid vacation.

This provision shall not be interpreted to imply that employees may use vacation only during such recesses; vacations may be taken at other times subject to paragraph D of this Article.

- J. All Kids Club employees shall become eligible for 5 days vacation with pay on July 1, 2007 if they have worked since September 5, 2006 and plan to work for the entire 2007 summer program. Each year following all Kids Club employees working an entire school year and entire summer program shall be granted 5 days vacation with pay. Any days used and not earned would be deducted from the employees pay.
- K. Kids Club employees' vacation pay shall be based on the scheduled bid hours at the time the vacation is granted.
- L. Kids Club employees' vacation time will be granted during the summer at any time based on provisions in paragraph D of this article and substitute availability or during the school year only on days Kids Club does not offer a program. Kids Club employees may be granted vacation time during the school year by the Kids Club supervisor. This decision is final and not subject to the grievance procedure.

ARTICLE XVI - HOLIDAY LEAVE

- A. All employees shall be paid for the following holidays:
1. Independence Day - providing the employee works the day before and after this holiday. Does not apply to Kid's Club employees until the 2004-05 school year.
 2. Labor Day
 3. Thanksgiving Day
 4. Day after Thanksgiving. Does not apply to Kid's Club employees until the 2004-05 school year.
 5. Christmas Eve Day. Does not apply to Kid's Club employees until the 2004-05 school year.
 6. Christmas Day
 7. New Year's Eve Day. Does not apply to Kid's Club employees until the 2004-05 school year.
 8. New Year's Day
 9. Martin Luther King, Jr. Day. Does not apply to Kid's Club employees.
 10. Good Friday. Does not apply to Kid's Club employees until the 2004-05 school year.
 11. Memorial Day
- B. Holidays falling on a Saturday or Sunday will be observed on Friday or Monday, respectively, unless school is in session. Those employees eligible for the Martin Luther King Jr. holiday will receive a floating holiday. The floating holiday shall be scheduled between January 1 and June 30 and shall be scheduled by mutual agreement between the employee and his/her supervisor.
- C. For employees regularly scheduled to work less than forty hours a week, Article XV will be implemented in the following way:
- For those scheduled to work less than forty hours, their daily hours will be averaged by dividing the scheduled hours by five (5). They will then receive one-fifth (1/5) pay for a holiday. The holiday hours will be subtracted from the regularly scheduled

work week and the employee will have their schedule adjusted to meet the remaining hours scheduled during the week.

ARTICLE XVII - LONGEVITY

- A. Employees who have been employed by the Board for ten (10) or more years shall receive an annual longevity payment according to the following schedule:

After completion of 10 years	-	\$262.00
After completion of 15 years	-	\$320.00
After completion of 20 years	-	\$379.00
After completion of 25 years	-	\$438.00

The amounts listed above are for the 2006-07 school year. These rate shall increased by a percentage equal to seventy-five (75) percent of the per pupil increase in each year of the contract.

- B. These payments shall be paid in one lump sum in December during the year indicated and provided the employee completed the necessary years of service prior to December 1. Employees who are otherwise entitled to longevity payments for any given year who sever employment prior to the time in December when payments are made, shall receive their longevity payment at the time they sever employment.
- C. The year the employee becomes eligible for longevity s/he must notify the Business Office, in writing, by November 1st for longevity payment in December.

ARTICLE XVIII - RETIREMENT

A MESPA employee who resigns or retires after ten(10) or more years of employment service with South Lyon Community Schools shall receive an amount equal to 1/3 of the employee's accumulated sick bank, up to a maximum of thirty-seven (37) days, at the employee's last rate of pay.

ARTICLE XIX - TERMINATION OF EMPLOYMENT

- A. The best interest of the employee and the Board will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Thirty days notice is desirable. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.
- B. Employees terminating their services with the Board are entitled to vacation pay for all accrued vacation payable at the next payroll period following the date of termination, except when the initial probationary period has not been completed. At least two (2) weeks notice of termination is expected to be given. For each day of notice less than the required two (2) weeks, the employee will forfeit one (1) vacation day's pay.
- C. Kids Club employees terminating services prior to the end of the summer program will forfeit all vacation pay.

**ARTICLE XX - REDUCTION IN PERSONNEL,
LAYOFF AND RECALL**

- A. A layoff shall be defined as a reduction in the work force beyond normal attrition.
- B. Under ordinary circumstances, no employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of such layoff in writing at least fourteen (14) calendar days prior to the effective date of the layoff.
- C. In the event of a reduction of the work force, the employer shall first layoff probationary employees, and then the least-senior employees by job title, both within classification groups. In no event shall a new employee be employed or a co-op student be used in a bargaining unit position while there are laid off bargaining unit members qualified for the vacant or newly-created position.
- D. Employees who have been reduced from their job title classification shall have the right to bump the least senior employee within his/her classification group occupying a position the senior employee can properly perform who is scheduled as many hours per week annually; or any less senior employee who is scheduled the same or less hours per week annually. An employee bumped by the operation of the above sentence shall have the right to bump the least senior employee within his/her classification group occupying a position the senior employee can perform who is scheduled as many hours per week/annually; or any less senior employee who is scheduled the same or less hours per week/annually. Each subsequent employee bumped by the operation of the above sentence shall have the same bumping rights as the above. An employee with insufficient seniority to bump within his/her classification group shall be laid off, unless said employee has previously accumulated seniority within the other classification group, in which case the employee may bump according to the provisions of this paragraph. A more senior employee in Classification I or III who has been reduced from their job title classification who cannot bump within their classification, may bump a less senior employee in the other classification (i.e., I or III) if they can demonstrate to the district, based on successful previous experience or successful completion of related course work, that they are capable of performing the job.

- E. In the event of multiple layoffs, those employees reduced from their job-title position having sufficient seniority to remain within the classification group shall have bumping rights according to seniority, into those positions being vacated by those with insufficient seniority to remain within the group, subject to the senior employee's ability to properly perform the duties of the vacated position.
- F. Laid off employees shall be recalled in order of seniority to any position within a classification in which they have seniority and for which they are qualified. After all employees with seniority in the affected classification have been recalled, employees who are laid off in other classifications who meet the established qualifications for a vacant position, shall receive first consideration for said position in order of their seniority within the bargaining unit. In all recall situations, the employee may refuse recall should the position be less than comparable (25% less hours per week or per year, or a lower wage rate) to the position previously held. Such refusal will have no effect on subsequent recall rights.
- G. Employees on layoff shall retain their seniority for purpose of recall for a period of three (3) years. Any employee on layoff for more than three (3) years shall lose his/her seniority and other rights under this agreement, unless an extension is requested in writing by the laid-off employee and granted by the Board.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. A recalled employee shall be given a minimum of five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work.
- I. Subject to the rules and regulations of the carrier, the Board shall ensure continued insurance benefit coverage for at least 60 days after sick leave has expired.
- J. Employees who are recalled to positions in classifications other than the one from which they were laid off shall have a twenty-five (25) day trial period in their new position. During this time the employee shall have the right to determine s/he is unable to perform the new job, in which case s/he shall have the right to return to layoff status.
- K. Employees whose normally scheduled hours per week or per year are reduced by more than 25% shall have the right to bump for the purpose of maintaining normally scheduled hours equal to

those prior to the reduction. In such cases, the procedures outlined in Sections C, D and E above shall be followed. An employee may not bump into a "portion" of a position, they must bump into an entire position. Positions whose normally scheduled hours per week or per year are permanently increased by 25% or more shall be treated as vacancies and posted and filled in accordance with Article VIII, Sections A, B and C. If the incumbent in the position does not apply for, or is not the successful applicant for this position, s/he shall have bump rights in accordance with Article XIX, Sections C, D and E.

Positions which are shared between two buildings or departments whose hours in one or both buildings/departments are increased to full time shall be treated as two new positions. The positions shall be posted and filled in accordance with Article VIII, Sections A, B and C. If the incumbent in the position does not apply for, or is not a successful applicant for the new positions, s/he shall have bump rights in accordance with Article XIX, Sections C, D and E.

- L. In the event bargaining unit positions are eliminated because of a millage election failure followed by a reinstatement of these positions by a subsequent millage election passage, the employees who were in the affected positions shall be returned to their previous positions without reposting these reinstated positions if:
1. the reinstatement of the positions occurs within sixty (60) calendar days,
 2. all positions which were previously eliminated are reinstated,
 3. the reinstatement is brought about by the passage of a millage rate increase.

If any of the above conditions is not met, the reinstated positions shall be filled in accordance with Article VIII, Sections A, B and C.

ARTICLE XXI - DISCHARGE AND DISCIPLINE

- A. The responsibility for the suspension or dismissal of any employee for just and sufficient cause shall lie with the immediate supervisor, subject to an appeal to the Superintendent or his designee. He shall however, notify the Union at the time of this action.
- B. The employee may be disciplined or discharged for:
 - 1. Continued or repeated tardiness or absence without approval or notice.
 - 2. Failure to accept or perform work assigned by the supervisor during regular working hours.
 - 3. Failure to meet or maintain work standards.
 - 4. Insubordination.
 - 5. The above are examples and are not intended to limit the number of reasons for discharge or discipline.
- C. At any meeting to discuss discharge or discipline, the employee may have a MESPA representative present if the employee so requests.
- D. Maintenance and inspection of personnel files shall be in accordance with applicable law and regulation.

ARTICLE XXII - PROHIBITION OF STRIKES

- A. The Union agrees that, for the duration of this Agreement, it will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absences of an employee from his position, or stoppage of work or abstinence, in whole or in part, by any employee or group of employees) and pledges itself to the purpose of insuring continuation of the educational program. Accordingly, the Board agrees that there will be no lock out initiated against employees.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently as possible by:
1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work; and
 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE XXIII - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this Agreement. Matters involving an alleged violation of a written board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties.
- B. A grievance shall be presented and adjusted in accordance with the following procedure. Failure to comply with time requirements for response shall entitle the aggrieved party to move the dispute to the next step of the procedure:

Step 1 The grievant together with the steward shall make the grievance known to the immediate supervisor within ten (10) working days from the date of the incident complained of. If the matter is not resolved the grievance shall be reduced to writing and answered by the supervisor within five (5) working days from its submission. If the matter is not resolved, it may be moved to Step 2.

Step 2 The grievance shall be discussed between the Union Representative and the Assistant Superintendent for Administrative Services. The Assistant Superintendent for Administrative Services shall submit a written response to the grievance within five (5) working days of its submission.

Step 3

1. In the case of a grievance not involving an alleged violation of the Agreement, the aggrieved employee or the Union may appeal to the Board of Education within five (5) days after the Assistant Superintendent for Administrative Services renders his/her decision. This appeal shall be in writing and contain the reasons for the appeal, and a copy of the Assistant Superintendent for Administrative Services' decision at step two. The appeal shall be heard at the next regularly scheduled Board meeting. The Board or its designated representative shall investigate the grievance, including giving the aggrieved employee and the Union Representative a reasonable opportunity to be heard. The Board shall render its decision in writing within five (5)

school days after holding a hearing on the appeal, which decision shall be final. A copy of the Board's decision shall be delivered to the employee involved, the Union Representative and the Assistant Superintendent for Administrative Services.

2. a) If a grievance is not satisfactorily adjusted at step two, and if it involves an alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement, the Association may, within ten (10) school days after the decision at step two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) or a specific article(s) or section(s) of this Agreement may be processed through step three, but will not be arbitrable.
- b) Within ten (10) days after receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Association may no later than five (5) days, submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

C. Discharge, disciplinary or suspension grievances shall be initiated at Step 2.

D. Binding Arbitration

Powers of the Arbitrator: It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below after hearing to make a decision in cases of violation of the specific provisions, articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage scales or change any wage.
3. He shall have no power to rule on the termination of services or failure to re-employ any probationary employee.

4. He shall have no power to change any policy of the Board nor to substitute his judgment or wisdom for that of the Board as to the reasonableness of any such policy.
5. His powers shall be limited to deciding whether the Board has violated the express provisions, articles or sections of this Agreement.
6. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and the rights of employees and shall so construe the Agreement that there will be no interference with such responsibilities, and rights except as they may be specifically conditioned by this Agreement.
7. In the event that a case is appealed to an arbitrator and he concludes that he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.
9. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XXIV - EMPLOYEE EVALUATION

- A. All new employees shall be evaluated in writing prior to the end of the probationary period.
- B. After completion of the probationary period, all employees shall be evaluated in writing at least once every two (2) years.
- C. Employees shall be evaluated by their immediate supervisor. Each employee shall be given the opportunity to discuss and review the evaluation with his/her supervisor in a personal conference.
- D. Each employee must sign the evaluation to signify that s/he has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation. An employee shall have the right to attach rebuttal statements to the evaluation.
- E. The written evaluation and any rebuttal comments shall be inserted in the employee's personnel file.
- F. The appropriate evaluation form to be used is included in Appendix C.
- G. In the event an employee who is scheduled to be evaluated is not formally evaluated, s/he shall be deemed to be performing at a satisfactory level.
- H. No non-probationary employee shall be marked unsatisfactory in any category unless a concern has been brought to the attention of the employee in writing prior to the evaluation.
- I. Any employee whose overall evaluation is deemed less than satisfactory shall be placed on an improvement plan.

ARTICLE XXV - TRANSPORTATION PARAEDUCATORS

- A. Transportation paraeducators shall be maintained on the Classification II Seniority List, but, shall also be maintained on a separate seniority list for the purposes of bidding on runs and other requirements and functions unique to their job title.
- B. 1. All bus runs that require or have a transportation paraeducator assigned to them will be posted. In the event the established regular run time (as determined during the first 30 days of the run) varies by plus (+) or minus (-) twenty-five percent from the original posted run time, the position shall be considered new and re-posted. After the regular run time has been established, if said run time is changed by twenty-five percent (25%) the run shall be considered new and reposted. When this occurs all transportation Para assignments will be reposted together to avoid a delay in coverage and assignment.
2. All transportation paraeducators shall receive written notice of the established run time (as determined during the first 30 days of the run). If said run time is changed, the transportation paraeducator shall receive written notice of the newly established run time. The established run time shall be the basis for pay for all vacation days, sick days and holidays not worked.
3. Each transportation paraeducator shall check his/her mail before and after each run and shall receive an additional fifteen minutes pay per week for completing this responsibility.
4. All runs are to be timed by 30 working days beginning on the first full day of school to establish a minimum number of hours and minutes for each run so that the minimum wage paid the paraeducator for the run and for sick days, personal business days and holidays can be standardized by multiplying the regular wage by the standard run time. Compensation above the guarantee for all runs will be by the eight minute rule.
5. While runs are being timed, transportation paraeducators are paid by the eight (8) minute rule. All Para timing will be for 10 days, consistent with when the drivers timing occurs. If retiming is needed, that will also be consistent with the drivers schedule for retiming. It is understood that Article 26

G. is not in effect during the timing of runs. The paraeducator will be notified on or prior to the day the re-timing starts.

If a Para changes from an established route, but the route does not change, then the newly assigned Para is not retimed and the previous established time remains.

6. Out of district paraeducators will be paid actual time by the eight minute rule if one or more of the special education schools he/she services is closed for the day.
 7. If there are changes in the district calendar or in the out of district calendars which are not addressed in this article, the district and the association will meet to discuss compensation due to the change in schedule.
 8. On half days, the paraeducator will receive not less than his/her guarantee if he/she in on the run that day, even if there are fewer students riding due to the half-day or if the paraeducator does not return to the garage between taking and picking up students.
 9. Special Education Runs that begin prior to the Bid Day will be offered to transportation Para educators using the Seniority List. The runs will then be available for bidding on the regular Bid Day. Vocational runs are not bid runs, but assigned runs and therefore will be covered prior to the start of the school year by the summer transportation Para educator list.
- C. If a paraeducator's run is canceled, the following provisions will apply regarding pay:
1. If there is another run that needs to be covered by a paraeducator, the paraeducator must work it in order to be paid unless the he/she would have to leave more than 15 minutes before his/her regular run leaves the garage or return 15 minutes after his/her regular run returns to the garage.
 2. If the paraeducator refuses, he/she shall not be paid for his/her canceled run.
 3. If the paraeducator agrees to work the run, he/she will receive at least the minimum for his/her canceled run or actual time at the eight minute rule, whichever is greater.

4. The paraeducators with canceled runs will be asked in reverse order of seniority to take the run that needs to be covered.
 5. If there are no runs that need to be covered, and a paraeducator's run is canceled, he/she will be paid the guarantee.
- D. Position postings shall be filled by seniority, with the most senior transportation paraeducator bidding on the assignment receiving the position. Assignment and/or acceptance of a posted position does not prevent a transportation paraeducator from bidding and accepting a subsequent posting of a bus run position. A transportation paraprofessional may also bid on and accept more than one (1) run per day as long as the starting and ending times of the runs do not conflict.
 - E. Transportation paraeducators, upon assignment and acceptance of a run, shall be notified of their scheduled reporting time through completion and return from the run (check-in - check-out time) including any so called standing or waiting time, except, when by mutual agreement between the transportation paraeducator and the driver, they elect to alter their schedule. In such cases, the normal run time shall be used.
 - F. Departure or return delays as a result of breakdown, weather, road conditions, running out of gas, etc., will be included in the check-in - check-out time and compensated at the paraeducator's regular hourly rate.
 - G. If an out-of-district special education student does not ride the bus for more than five consecutive school days, that student shall be temporarily removed from the paraeducator's schedule and the paraeducator shall adjust his/her time accordingly. The paraeducator will not be paid for the difference in time. When the student returns, the paraeducator's time will be adjusted accordingly.
 - H. Since automatic time clocks are not used, due to the complexity of paying for runs and guarantees, errors may be made on time cards. It is understood that if there is an error on a time card, due to a mathematical mistake or due to the paraeducator misunderstanding the Master Agreement and/or the Letters of Agreement, the district has the right to correct the error. When that happens, it is understood that the supervisor will discuss the reason for the correction with the paraeducator if asked to do so.

If a compensation error was made, it will be corrected on the next payroll submission date.

- I. Transportation paraeducators shall be included in meetings called to discuss the responsibilities of the bus which may involve the paraeducator.
- J. When a special needs student is assigned to a transportation run, the paraeducator shall be advised of the necessary circumstances to handle the child. If the paraeducator believes it is appropriate that s/he meet with the parent(s), teacher or other care giver to discuss the background or needs of the student, such request shall be made through the Director of Special Education.
- K. The transportation paraeducator shall be considered to be on duty, and compensated for same, at his/her regular hourly rate while attending meetings called or authorized by the Director of Transportation or the Director of Special Education, including run contact meetings, special needs briefing meetings and meetings with out of District school officials, etc. In the event it is necessary for the transportation paraeducator to attend an emergency meeting, s/he shall notify the Director of Special Education as soon thereafter as possible. Such notification shall be submitted in writing and shall include the amount of extra time utilized, the purpose of the emergency meeting and with whom the meeting occurred.
- L. Transportation paraeducators shall follow the schedules for the District(s) for which they deliver students. All runs shall be posted as school year runs. Programs that require summer runs, which have the summer runs posted and bid separately after the District(s) needs for such summer runs has been determined. In the event transportation paraeducators are required to work on a scheduled South Lyon holiday, they shall be paid double the amount for their regular run time.
- M. If transportation paraeducator substitutes are needed, all regular paraeducators who have signed up to be substitutes, shall be called, in seniority order, to work the duration of the absence. If the paraeducator list has been exhausted, the District may call non-bargaining unit members to substitute.
- N. The Board accepts the responsibility to give appropriate support and assistance to paraeducators with respect to the maintenance of discipline on school buses.

1. If a paraeducator is threatened with or subjected to legal suit by reason of customary and appropriate action against a student (provided such action occurs within the scope of the paraeducator's employment with the District), the Board will provide necessary legal assistance to the paraeducator in his/her defense.
2. Any case of work related assault upon the paraeducator will be reported promptly to the Assistant Superintendent or his/her designated representative. The Superintendent or his/her designated representative will promptly report the incident to the appropriate authorities. The Board shall provide legal counsel to advise the paraeducator of his/her rights.
3. The District may require an annual physical for transportation paraeducators. Such physical shall be paid for in full by the District. The District may designate a qualified medical facility to conduct such physicals. If a transportation paraeducator has reasonable objections to use of the District's designated facility, such physical shall be conducted at one selected by the paraeducator, provided that the cost of said physical, or a portion of said cost, has been approved by the District.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

- A. The expense of printing copies of this Agreement shall be shared by the Board and the Union, and copies shall be presented to all personnel covered by this Agreement. New employees shall receive a copy of this Agreement upon employment.
- B. If any provisions of this Agreement or any application of the 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.
- C. All terms and conditions of this Agreement become effective as set forth herein upon ratification by the Union and the Board.
- D. A regular part-time employee is one who works less than eight (8) hours a day (excluding lunch) for the required number of weeks for her position.
- E. A regular full-time employee is one who works eight (8) hours a day (excluding lunch) for the required number of weeks for her position. Except that, during those vacation periods when students are not in school, the eight (8) hours a day shall include lunch.
- F. It is mutually understood and agreed that the telephone service as subscribed to by the Board is to be used for the purpose of conducting the business of the School District. Employees may make personal calls of local nature in an emergency, however. Other local, personal calls shall be made on the employee's break time or lunch time.
- G. If weather conditions close school, employees shall not be required to be on duty and shall suffer no loss of pay, except that if an employee works, compensatory time will be given. If required to work, Caregivers shall receive their normal rate of pay for the day. The parties agree that make up days may be added to the calendar to the extent required by law to receive a full one hundred eighty (180) days of state school aid. Less than year-round employees may be required to work an additional number of days up to the number of make up days added to the students' calendar. Such additional work days will be without additional compensation.

Members of the bargaining unit who are assigned to programs in another district shall follow the calendar of such other district for purposes of determining when they are not required to report because of weather conditions and when they may be required to make up days.

- H. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- I. During vacation periods, a less than year round secretary or data processor shall be given first preference to work when the Assistant Superintendent for Administrative Services determines that a substitute is necessary. Although, substitutes are not always needed during vacation times, MESPA leadership and the District have established a procedure where less than year round employees are contacted first. MESPA and the District recognize the following as vacation periods: the Friday before Labor Day, the day before Thanksgiving break, winter break, mid-winter break, spring break, and summer break.

When substitutes are needed at the building level, we agree that the building needing the sub secretary will call less than year round secretaries or data processors from that building first, by seniority (greatest to least), before calling a substitute from the district list. Buildings that are year round, such as the Transportation or Central Office, will call less than year round secretaries from the district seniority list before calling from the non union (SLCS) employee substitute list. This agreement also applies to school buildings once all of the building's less than year round secretaries and data processors have been contacted.

The district's substitute list for the current year will be provided to all administrators in the month of October for the current school year.

- J. Employees shall not be responsible for the discipline or supervision of students serving detention in the office unless such responsibility is assigned by the building principal.
- K. The District and the Association mutually agree that issues such as Transportation Paraeducators' Working Conditions and Rules shall be dealt with in subsequent discussions and incorporated into the Master Agreement by Letter of Understanding.

- L. All References to Superintendent are changed to Assistant Superintendent for Administrative Services
- M. Pronouns refer to male and female
- N. Any Para educator, who takes the "Work Keys" test for certification, will be reimbursed the cost of one (1) battery of tests. Any other test, requiring payment and also approved for certification, can be substituted for the "Work Keys" test and will be reimbursed for the cost of the first battery of tests only. No more than one battery of tests will be reimbursed. It is also understood that before taking the "Work Keys" test, all Para educators will attend a scheduled training in preparation towards taking the test. This training will be provided by the district through the office of the Director of Special Education.

ARTICLE XXVII - DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of ratification and execution of this extension by both parties (unless otherwise noted) and shall continue and remain in full force and effect to and including June 30, 2011.
- B. IN WITNESS WHEREOF, the Union and the Board have caused this Agreement to be executed in their names by their duly authorized representatives.

Board of Education South Lyon Educational Support
South Lyon Community Schools Personnel Association

David J. Saults 10-16-06
President Date

Dawn Spink 10-18-06
Contract Negotiator Date

Cindy Orendach 10-16-06
Vice-President Date

Mary J. Koor 10-18-06
Contract Negotiator Date

Harriet Elliott 10-16-06
Secretary Date

Albra Hatfield 10-18-06
Contract Negotiator Date

Angelo Perry 10-16-06
Treasurer Date

Sharon Hilliard 10-19-06
Contract Negotiator Date

APPENDIX A - WAGES AND CLASSIFICATIONS

- A. The Wage and Classification Schedule expresses a policy upon which the Board and the Union have agreed and is recognized as an Agreement between the Board and the employee for the duration of this Agreement. There shall be no changes in classification in the absence of mutual agreement.
- B. Each position shall be on schedule according to the Wage and Classification Schedule adopted and a Union representative shall have the right to verify the record of every employee.
- C. Employees who hire in prior to January 1, move up one increment on the wage scale on the next July 1. Those who hire in after January 1, move an increment on July 1 following the next July 1.
- D. Any paraeducator who completes the Oakland Schools training program for paraeducators shall receive a one time payment of \$100.00. This shall be retroactive for all paraeducators who have completed the training.
- E. Secretarial/Clerical employees shall have the option of being paid in 21 or 26 equal installments, provided the District has the software capability.
- F. Compensation
 - 1. Wages for July 1, 2006 – June 30, 2007 can be found on the charts below.

	Bookkeeper	Data Processor/ Principal's Secretary	Secretary
1	17.20	14.47	13.67
2	17.73	14.96	14.16
3	18.19	15.35	14.47
4	18.42	15.67	14.87
5	18.76	16.00	15.18
6	19.18	16.39	15.54
7	19.48	16.73	15.93
8	20.04	17.23	16.40
9	20.60	17.76	16.86
10	21.49	18.55	17.60

	Clerk	Para educator	Caregiver	Site Leader
1	12.83	10.53	8.51	12.06
2	13.31	10.84	8.96	13.39
3	13.64	11.73	9.40	
4	14.02	12.33	10.29	
5	14.41	12.66	11.45	
6	14.74	12.98		
7	15.10	13.76		
8	15.55			
9	15.99			
10	16.67			

Wages for the 2007-08 school year shall be determined by the percentage that the per pupil Foundation Grant is increased over the 2006-07 school year and multiplying that percentage by 75%. Whatever percentage is arrived at by this calculation shall be applied to the wage schedule as printed below. Wages for each year of the contract shall likewise be determined by the percentage that the per pupil Foundation Grant is increased over the previous school year and multiplying that percentage by 75%. Whatever percentage is arrived at by this calculation shall be applied to the wage schedule for the prior year.

2. On October 16, 2006 the following classification changes will be effective:
 - ECC Secretary to Data Processor
 - Environmental Services Secretary to Data Processor
 - CITA Secretary to Data Processor (2 positions)
 - SEMS System/REP Data Processor to Bookkeeper
 - A MMS and CMS secretary will be moved to Data Processor following a job study and realignment of duties, which shall be completed by December 1, 2006.

During the life of this contract, the Board will not be obligated to consider any job re-classification changes.

APPENDIX B

As part of a total compensation package, the retirement rate in any given year of the contract shall have an impact on the compensation received by employees. The "Retirement Rate Factor" may cause an increase, decrease or no change in any given year's total wages. The annual Retirement Rate Factor is defined as the percentage point difference between the actual retirement rate as determined by MPSERS and the Retirement Rate Benchmark as calculated by the District. The calculation is as follows:

2006-2007

2006-2007 Retirement Rate Benchmark (Actual) = 15.66%

2006-2007 actual retirement rate = 17.74%

Since the actual retirement rate is higher than the benchmark, employees will receive pay adjustments for the fiscal year equal to 2.08% of their 2006-2007 normal wages.

Retirement Rate Benchmark	15.66%
Actual retirement rate	-17.74%
Retirement Rate Factor	-2.08%

2007-2008

For the 2007-2008 school year, the calculation will be made in the same manner as 2006-2007. The 2007-2008 Retirement Rate Benchmark shall be calculated by taking the 2006-2007 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLC's State Per Pupil Foundation Allowance from 2006-2007 to 2007-2008. The Retirement Rate Factor shall also be calculated in the same way.

2008-2009

For the 2008-2009 school year, the calculation will be made in the same manner as 2007-2008. The 2008-2009 Retirement Rate Benchmark shall be calculated by taking the 2007-2008 Retirement

Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2007-2008 to 2008-2009. The Retirement Rate Factor shall also be calculated in the same way.

2009-2010

For the 2009-2010 school year, the calculation will be made in the same manner as 2008-2009. The 2009-2010 Retirement Rate Benchmark shall be calculated by taking the 2008-2009 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2008-2009 to 2009-2010. The Retirement Rate Factor shall also be calculated in the same way.

2010-2011

For the 2010-2011 school year, the calculation will be made in the same manner as 2009-2010. The 2010-2011 Retirement Rate Benchmark shall be calculated by taking the 2009-2010 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2009-2010 to 2010-2011. The Retirement Rate Factor shall also be calculated in the same way.

Payment and deduct of the Retirement Rate Factor shall only be made based on the normal hourly schedule anticipated for each year as of September 1 each year. The Retirement rate factor shall not apply to subsequent salary adjustments, supplemental pay, or overtime. In the event any employee leaves the District prior to fulfilling their contract, they will be responsible to repay any excess payment. The Retirement Rate Factor formula refers to normal hourly schedule wages from July 1 through June 30 each fiscal year and applies the October 1 effective MPSERS rate to the entire fiscal year normal hourly schedule wages. Payment of the Retirement Rate factor, if applicable, shall be made no later than the first pay of each December.

Beginning in the 2007-2008 school year, the pay adjustments, if applicable will begin with the first pay in September for a total of 17 pays. No deductions will be made the three pay periods that include breaks.

For the purpose of calculating the change in the State Per Pupil Foundation Grant in any given year, the Foundation Grant used will be the final Foundation Grant as of the May State Aid Status Report. The exception to this rule will be regarding the calculation of the Retirement Rate Benchmark, Longevity Increase, and the Cash In Lieu payment, which will be based on the original approved State School Aid Budget. However, subsequent positive or negative adjustments to the Foundation Grant versus the original budget will be used to calculate the beginning Cash In Lieu payment, Longevity payment, and retirement factor for the subsequent year.

APPENDIX C

South Lyon Community Schools MESPA Personnel Evaluation <i>(Clinical and Transportation Paraprofessionals)</i>						
Name :			Date :			
Job Title :			Location :			
The purpose of this evaluation is to identify strengths and weaknesses and to inform the employee of his/her progress to date.						
EVALUATION CRITERIA	N/A	Good	Satisfactory	Needs Improvement	Unsatisfactory	
Job Performance	<ul style="list-style-type: none"> • Demonstrates ability to complete job assignments • Follows rules and regulations. • Performs assignments according to standards • Works under pressure and emergency situations • Communication • Demonstrates knowledge, skill and proper care of computers, other equipment, and vehicles as related to job. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with others	<ul style="list-style-type: none"> • Employees • Students • Public • Administration/Supervisor • Willingness to work with and assist others when requested and/or needed. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<ul style="list-style-type: none"> • Shows a desire/willingness to do other than routine assignments - work beyond the "call of duty." Submits ideas, suggestions for departmental improvements. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Qualities	<ul style="list-style-type: none"> • Appearance • Reliability • Job Attitude • Flexibility • Courteousness • Tactfulness • Attendance • Punctuality 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments						

The employee's signature does not imply that the employee agrees with this evaluation, merely that the employee is aware of and has a copy of the evaluation.

Employee _____ Evaluator _____

Date _____ Date _____

South Lyon Community Schools

MESPA Personnel Evaluation

(Kids Club and classroom paraeducators)

Name :	Date :
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Job Title :	Location :
--------------------	-------------------

The purpose of this evaluation is to identify strengths and weaknesses and to inform the employee of his/her progress to date.

	EVALUATION CRITERIA	N/A	Good	Satisfactory	Needs Improvement	Unsatisfactory
Job Performance	<ul style="list-style-type: none"> • Communication • Follows rules and regulations. • Provides activities with clear goals that meet individual differences of children (Site Leader) • Provides positive guidance, reinforcing appropriate behavior, redirecting inappropriate behavior. • Makes limits and expectations for children clear and positive. • Interacts with children with empathy and respect; calling children by their names, listening to them and maintaining eye-contact when they speak. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with others	<ul style="list-style-type: none"> • Employees • Students • Public • Administration/Supervisor • Willingness to work with and assist others when requested and/or needed. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<ul style="list-style-type: none"> • Shows a desire/willingness to do other than routine assignments - work beyond the "call of duty." Submits ideas, suggestions for departmental improvements. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Qualities	<ul style="list-style-type: none"> • Appearance • Reliability • Job Attitude • Flexibility • Courteousness • Tactfulness • Attendance • Punctuality 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

The employee's signature does not imply that the employee agrees with this evaluation, merely that the employee is aware of and has a copy of the evaluation.

Employee _____ Evaluator _____

Date _____ Date _____

APPENDIX D

LETTER OF AGREEMENT
BETWEEN
SOUTH LYON COMMUNITY SCHOOLS
AND
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

The parties agree that, for employees regularly scheduled to work less than five days a week, Article XII A and Article XV will be implemented in the following fashion:

Article XII A (Sick Leave). The fifteen (15) day work requirement set forth in the Agreement will be prorated. An employee meeting such prorated work requirement will then be eligible for a prorated portion of a sick leave day; e.g., an employee regularly scheduled to work three days per week, or an average of three days per week in the case of an employee scheduled for a defined number of work days over a two-week period, would have to work three-fifths ($3/5$) of fifteen, or nine days; during a month in order to qualify for three-fifths ($3/5$) of a sick leave day for that month.

Article XV (Holidays). The employee's work schedule will be adjusted so that the employee actually works his/her scheduled number of hours during the week if the holiday falls on a scheduled day of work. For the holiday, the employee will be paid one-fifth ($1/5$) of his/her average regularly scheduled hours of work during the week.

LETTER OF AGREEMENT
BETWEEN
SOUTH LYON COMMUNITY SCHOOLS
AND
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

The parties agree that the position of instructional aide for one single special education student is different than that of other positions in the bargaining unit, because of the nature of the job and the fact that a bond must be forged between the aide and the child in order for the relationship to be effective. Therefore, the parties agree that the probationary period for an instructional aide for one special education student is 30 days. If the position is filled by an employee who has already satisfied the 90 day probationary period required by the contract, he/she must still satisfactorily complete the thirty day probationary period. If the aide's performance during the probationary period is not satisfactory, or if a bond is not forged between the aids and the child, the aids would have the option of returning to his/her former position.

LETTER OF UNDERSTANDING
BETWEEN
SOUTH LYON COMMUNITY SCHOOLS
AND
SOUTH LYON MESPA, NEA-MEA

South Lyon MESPA proposes the following for the position of Restorative Practices Coordinator:

1. Appendix A will have this position added to the wage schedules as a new and separate column with a wage schedule equal to the position of Bookkeeper
2. Debbie Little will be placed on the wage schedule beginning at step 3 with wages retroactive to August 29, 2006
3. Debbie Little will be given a seniority date beginning August 29, 2006
4. The position of Restorative Practices Coordinator will be afforded all contract rights beginning August 29, 2006 and include all benefits, sick days, and vacation and holiday leave/pay.
5. It is understood that this agreement is not precedent setting.

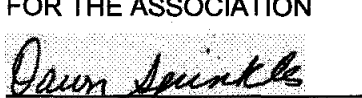
FOR THE BOARD



October 24, 2006

Date

FOR THE ASSOCIATION



October 24, 2006

Date

