

MASTER AGREEMENT

BETWEEN

GAYLORD COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

GAYLORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

SEPTEMBER 1, 2008 - AUGUST 31, 2011

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ARTICLE 1 - RECOGNITION

A. The employer recognizes the GAYLORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, affiliate of the Michigan Education Association and the National Education Association (hereinafter referred to as the Association) as the sole and exclusive collective bargaining representative for all full-time and regular part-time educational assistants (including latchkey assistants), media technicians, clerical (including Community Education Executive Assistant), custodians/groundskeeper, maintenance, computer maintenance technicians and secretarial personnel including those on leave on a per diem, hourly or class rate basis and personnel assigned to newly created positions which are not principally supervisory and/or administrative in nature but excluding mechanics, substitutes, and the following six (6) people employed in the central office: Superintendent's Secretary, Payroll Clerk, Insurance Clerk, Bookkeeper, Curriculum Secretary and Business Services Support/Special Education Secretary.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

C. The employer and union recognize four (4) categories:

1. Full-Time: An employee who is employed at least thirty (30) hours per week.
2. Part-Time: An employee who is employed less than thirty (30) hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days.
4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill any vacancy for a period in excess of the probationary period as above defined.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association/Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or any established practice, which is of two (2) or more years duration may be processed as a grievance as hereinafter provided.

B. In the event that a unit member or the union believe a grievable incident has occurred, the member or the union shall request a meeting with the supervisor involved within five (5) school days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) days of the request, the claim or complaint may be formalized in writing as provided hereunder.

C. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s)/union and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the union president. The written grievance shall contain the following:

1. It shall cite the article(s), section(s), and sub-section(s) of the Agreement alleged to have been violated;
2. It shall summarize the facts giving rise to the grievance;
3. It shall contain the date of the alleged violation;
4. It shall specify the relief requested; and,
5. It shall be signed by the grievant(s).

Article 2 – continued

D. Formal Level 2: If the union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Board or its designee. Within seven (7) days after the grievance has been so submitted, the Board or its designee shall meet with the union on the grievance. The Board or its designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the union and the grievant(s).

E. Formal Level 3: If the union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the union and employer.

F. Miscellaneous Conditions:

1. The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as union grievances may, at the option of the union, be initiated at Formal Level #2 of the grievance procedure.
4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the employer shall permit a union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

G. Grievance Report Form: (See Attached Appendix A)

H. Restrictions on the Arbitrator's Authority: The Arbitrator shall have no power to:

1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
2. Award punitive damages.
3. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
4. Rule on an issue involving employee evaluation.
5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., wage and hour, E.E.O., M.E.R.C., etc.).

ARTICLE 3 - SENIORITY

A. Seniority shall be defined as length of continuous service, including Board approved leaves of absence, in the employ of the Board commencing with the date of last hire in this unit by department as described in Paragraph D of this Article. All new employees shall be considered probationary until they have worked for the Board for sixty (60) working days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire in the unit. It is agreed that when employee hire dates are the same, their seniority will be based upon the last four digits of the person's social security number. The employee with the lower number is placed higher on the seniority list. During the probationary period the employee may be discharged by the Board for any reason at any time except for involvement with the association during non-working hours.

B. Seniority shall be lost under the following conditions:

1. Quit or discharge for just cause.
2. Absence from work for three (3) consecutive working days without notification.
3. Failure to return to work within five (5) days of receiving a recall notice following a layoff.
4. Failure to return to work at the expiration of a leave of absence.
5. Retirement.
6. Transfer from this bargaining unit.
7. Falsification in connection with obtaining a leave of absence.

C. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in each school building lounge of the district by November 1st. Revisions and updates shall be prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions will be furnished to the union secretary.

D. Departments are defined as follows:

1. Maintenance/Custodial/Groundskeeper/Computer maintenance technician
2. Secretary
3. Educational Assistants/Media Technicians/Health Care Assistants

Qualifications and job descriptions will be established for each position in each department by a joint committee made up of representatives of the GESPA and administration.

E. A district-wide seniority list will also be published showing first date of hire in the district.

ARTICLE 4 - LEAVE OF ABSENCE

A. Unpaid Leaves - Leaves of absence without pay may be granted by the Board for good cause for a period up to ninety (90) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by agreement of the Board. Leaves will not be extended beyond one (1) year. Unpaid leaves of absence approved by the Board or their designee shall fall into three (3) classifications:

1. If unpaid leaves of absence are approved and the total of these days is greater than five percent (5%) of the individual's work year, the bonus/longevity shall be decreased five percent (5%) for each day above the five percent (5%).
2. Unpaid leaves approved for an emergency shall not disqualify the employee from receiving the bonus/longevity. Emergency is defined as unforeseen situations beyond the individual's control.
3. Request for unpaid leaves will be in writing and made thirty (30) days in advance except in the case of an emergency.

B. Paid Sick Leave: Ten (10) days sick leave is earned for school term employees and twelve (12) days for full calendar year employees; and credited at the rate of one (1) day per month worked with an accumulated maximum of one-hundred-forty (140) days. Days accumulated beyond 140 may not be used for sick leave but will be placed in a severance account and may accumulate up to 200 days. Previously accumulated sick leave shall be credited at the beginning of each school year for all employees. Employees who terminate for reasons other than health and without having worked the scheduled term will have one (1) earned day of sick leave per month of employment for the months actually worked. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability and he/she may use two (2) days of sick leave per year for illness of his/her (step) mother, father, child, spouse, brother or sister. The sick leave will be coordinated with the Disability Income Insurance Plan.

C. Any employee whose personal illness extends beyond the period compensable under this Article shall be granted a leave of absence without pay for reasons of health up to one (1) year subject to extension by the Board of Education.

Thirty days (30) days prior to the expiration of the unpaid leave the employee shall notify the employer in writing of the employee's intent to return to work. Once this notification has been received, the employee's options will be reviewed by a supervisor. Request for extension of the existing leave, shall be in writing and supported by a doctor's statement. The leave request must be made ten (10) days prior to the expiration date.

If the District has not received notification from an employee within fifteen (15) days of the leave's expiration, the District will send the employee a reminder by certified mail to the employee's address of record.

D. Michigan Workers Compensation Law: Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of his/her accumulated sick leave. Sick leave will be deducted for the monetary value provided.

E. Funeral/Bereavement Leave: Five (5) days leave of absence with pay shall be granted for death in the immediate family. Use of the first two (2) days of funeral/bereavement will not be chargeable against sick leave for mother, father, brother, sister, spouse, child(ren) and parent's of spouse, step parents, step children, in-laws or any dependent who lives in the immediate household and shall include grandparents. Bereavement leave of a special nature may be granted at the discretion of the Superintendent.

Employees may use one day of accumulated sick leave to attend the funeral of someone other than a family member as defined above as long as overall work attendance can be covered.

F. Doctor's Statement: A doctor's statement may be required for sick leave pay when an employee has accumulated more than five (5) sick leave occurrences or whenever abuse of sick leave is suspected. This provision is subject to uniform application throughout the bargaining unit.

Article 4 – Continued

G. Personal Leave: Two (2) days leave of absence with pay shall be granted for personal leave. Approval is to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Not more than two (2) employees from the same building may be on personal leave on the same day unless arrangements are approved by the superintendent/designee. These numbers shall be waived on November 15 when school is closed. Any unused personal days from the prior school year will be rolled into the individual employee's sick leave accumulation.

H. Jury Duty:

1. An employee called for jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted.
2. An employee subpoenaed as a witness in a court case connected with the employee's job or the school will be paid as in H-1. This provision shall not apply to any employee who is giving testimony in an action where the employee, employees, or the Association bring or is a party to such action against the Board of Education.

I. Attendance Incentive:

No absence per year charged to sick leave = \$100.00

One day absence per year charged to sick leave = \$ 50.00

Per year this section is defined as July 1 to June 30. The money will be paid prior to September 30 after the year in which it was earned.

J. Military leave shall be granted in accordance with applicable laws.

K. Kindergarten Instructional Assistants assigned other duties on the non-instructional "off day" who, on such a day, use either Personal Leave or Sick Leave, will be charged one-half (1/2) a day (Personal Leave or Sick Leave) taken from their accumulated or contractually provided leave time.

ARTICLE 5 - RETIREMENT

A. Severance: Employees who retire under the Michigan School Retirement Act will be paid ten dollars (\$10.00) per day for each unused sick leave day including all days banked beyond one-hundred-forty (140) to a maximum of two hundred (200) days.

ARTICLE 6 - BOARD RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and reserved 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, the right to:

1. Manage and control its programs, services, equipment, facilities, and its operations and to direct the working forces and affairs of the School District.
2. Continue its rights of assignment and direction of personnel; determine the number of personnel (including the right not to fill positions for the purpose of attrition) and scheduling of all the foregoing.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations and to define job content and position descriptions.
5. Determine the qualifications of employees, including essential job functions of employees.
6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, departments, divisions, or subdivisions, buildings, other facilities, services or third party contracts.
7. Determine the financial policies, including all accounting procedures and record-keeping requirements.
8. Determine the policies affecting the selection, testing, or training of employees.
9. Establish in-service training programs for employees.
10. The executive management and administrative control of the school system.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the United States.

ARTICLE 7 - MISCELLANEOUS

A. **Uniforms:** All custodial and maintenance employees shall wear a uniform of prescribed color while on duty. The employer shall provide each employee with three (3) pairs of trousers and three (3) shirts the first year of this contract or the first year of hire. Each year thereafter the Board will furnish three (3) pairs of trousers and three (3) shirts. Uniforms will be wash and wear permanent press.

B. **Continuing Education:** The enrollment fee for any employee desiring to enroll in an adult level course offered through the continuing education services of the Gaylord Community Schools to enhance the skills of his/her job, shall be paid by the Board for up to two (2) classes per year. Approval must be received from the superintendent or his designee.

C. **School Closing:**

1. In the event all schools are closed by the superintendent/designee, due to an Act of God, no employee except custodians and maintenance employees will report for duty.
2. Each employee hired prior to January 1, 2009, including custodians and maintenance, will be paid the same as his/her normal workday (extra work, overtime hours, etc. will not be considered in the "normal work day").
3. Each 12-month employees who, in fact, works on such day shall be credited with earning one vacation day for the fourth and fifth "Act of God days" per year. Each Act of God day thereafter, per year, will result in an extra day of pay for each 12-month employee who works on such day. However, if a 12-month employee is unable (due to the Act of God) to report on an Act of God day he/she will receive his/her regular pay but will not receive the vacation day or extra pay stated above.

Article 7 – Continued

4. In the event any or all of the Act of God days are to be made up, as determined by the superintendent, the employee(s) who received pay for the day(s) when schools were closed and did not work will not be paid for the make up days.
5. If a make up day is scheduled for a Saturday, Sunday or Holiday the overtime pay and Holiday pay will be applied.

D. In the event of early dismissal for weather, employees will be paid their regular pay for the day. When the students are dismissed, the employee is entitled to leave with the exception of custodial and maintenance who shall complete their day's tasks.

ARTICLE 8 - HOLIDAYS AND VACATIONS

A. Holidays:

1. Employees covered under this agreement shall receive pay for holidays listed below, provided:
 - a. On the date of the holiday, the employee has been on the payroll for at least thirty (30) working days.
 - b. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day scheduled for his classification after the holiday, unless such failure was excused by the administration due to accident, sickness or other similar cause or unless the holiday falls during the employee's scheduled vacation period.
2. Paid holidays are:
 - a. Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Good Friday afternoon.
 - b. Twelve-month employees will receive July 3, July 4 and Good Friday as paid holidays. Christmas eve day will be a paid holiday provided such day falls on Monday-Friday.
 - c. When November 15 falls on Monday through Friday, and school is not in session employees will receive the day as a paid holiday.
3. The employee will be paid only for the above listed holiday(s), which falls during his/her regular work year.
4. When the legal holiday occurs on a Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on a Sunday, the following Monday will be observed.

B. Vacations

1. Employees are entitled to a paid vacation each year based on length of service and employment on July 1 of each year. The schedule of vacation benefits is as follows:

46 - 52 week employees:

1 year of experience but less than 7 years	= 10 days
7 years of experience or more but less than 13	= 15 days
13 years or more	= 20 days

36 - 45 week employees:

1 year of experience but less than 4 years	= 4 days
4 years of experience but less than 7 years	= 6 days
7 years of experience or more	= 8 days

Prorated one year benefits will be paid to employees who have less than one (1) full year employment on July 1.

Article 8 – Continued

2. To be eligible for full vacation pay, an employee must have been paid for seventy-seven percent (77%) of their scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a prorated vacation benefit based on the number of hours paid.
3. Employees who terminate because of illness or with a minimum of ten (10) calendar days notice, will be entitled to prorated vacation benefits.
4. Vacations will normally be scheduled in five (5) day periods. Shorter durations may be approved by the immediate supervisor. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations.
5. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. Vacation pay for thirty-six to forty-five (36-45) week employees will be paid prior to July 1 after the year in which it was earned. Thirty-six to forty-five week employees may request the use of vacation day(s). If the request is granted by the immediate supervisor, the payment will be made on the next appropriate payroll.

ARTICLE 9 - HEALTH EXAMINATION

- A. Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform the essential functions of their respective duties.
- B. For employees, an amount not to exceed forty dollars (\$40) will be paid by the Board toward a physical examination every two (2) years, when submitted for payment prior to October 1. Additional fees, if any, will be paid by the employee.
- C. Every employee shall, upon request, submit to a physical or psychiatric examination at any time, at the request of the superintendent, as a condition of continued employment; such examination to be paid by the Board.

ARTICLE 10 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a current position that is not filled. If the Board chooses not to fill the vacancy it shall notify the Association within ten (10) days from the time the position becomes vacant.
- B. The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long term job openings covered by this Agreement for a period of ten (10) working days prior to a permanent filling of these vacancies. The president of the bargaining group will receive a copy of all job openings covered by this Agreement and will be responsible for notifying laid-off, out of department employees about them.
- C. During the ten (10) day posting period as stated in B. above each employee may apply for any vacancy. The applicant who is qualified and who has the most and best qualifications shall be awarded the assignment. In the event the qualifications are equal, among two or more internal applicants, the employee who has the most district seniority shall be awarded the assignment. In the event qualifications are equal, internal applicants shall have preference over external candidates. However, a substitute who has worked for a total of sixty (60) days in one classification shall be deemed more qualified than other equally qualified external candidates.
- D. Employees promoted shall be granted a 90 calendar day trial period to determine their ability to perform on the job and the desire to remain on the job.
- E. During the 90 calendar day trial period the employee shall have the opportunity to revert to his/her former position. If the employee is unable to demonstrate ability to perform the work required during the trial period the employee shall be returned to his/her previous assignment which will be filled in accordance with A above. During the trial period the employee will receive the rate of the job he/she is performing.
- F. The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.

ARTICLE 11 - REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a planned reduction in the work force beyond normal attrition.
- B. No employees shall be laid-off with less than thirty (30) days notice except in an emergency.
- C. In the event of a reduction in work force the employer shall first identify the positions to be reduced/eliminated. Employees in those positions shall receive layoff notices.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified that is held by a less senior employee in the department. If more than one bump results from application of the foregoing sentence, the employee shall have the right to assume the position of the least senior employee in the department with the same hours, and the least senior employee shall then be placed on the recall list.
- E. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the employer as approved by the insurance company and the current law.
- F. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice excluding Saturday and Sunday to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within the five (5) day period. Employees recalled to equivalent work for which they are qualified based on the department they were laid-off from are obligated to take said work. An employee who declines recall to perform work in the department from which he/she was laid-off and for which he/she is qualified, shall forfeit his/her seniority rights.

ARTICLE 12 - EMPLOYEE RIGHTS AND PROTECTION

- A. Pursuant to the Public Employment Relations Act, the employer hereby agrees every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act or other laws of Michigan or the constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union, his/her participation in any activities of the union, of collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.
- C. The employer agrees in no way to discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ethnicity, age, gender, marital status, physical characteristics or place of residence.
- D. No employee shall be disciplined including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without just cause. However, during the probationary period, the language of Article 3, Section A is controlling in any discharge case.

Article 12 – Continued

E. An employee shall be entitled to have present a representative of the union during any meeting, which leads or may lead to disciplinary action. When a request for such representation is made no action shall be taken with respect to the employee until such representative of the union is present or for twenty-four (24) hours after the union has been notified--whichever is earlier. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.

F. No material adverse to the employee, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When adverse material is to be placed in an employee's file the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations - written or oral - shall be based solely on the contents of the employee's personnel file. Other examination of any employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review.

G. Before a bargaining unit member is rated unsatisfactory in his/her performance the administrator or supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the bargaining unit member on notice that his/her job performance is not satisfactory and to discuss means of improvement. Written summaries of such conferences shall be prepared by both the bargaining unit member and the administrator. Copies of the summaries shall be exchanged and placed in the member's personnel file.

H. If the efforts of the bargaining unit member and the administrator fail to raise the individual's job performance to a satisfactory level an Unsatisfactory Rating Form shall be filed with the superintendent's office.

I. A bargaining unit member whose job performance is unsatisfactory shall have the opportunity to be transferred to a comparable assignment, if mutually agreeable to employee involved and the District. The immediate supervisor's approval is needed and the individual will be given an opportunity for three (3) months to bring his/her job performance up to a satisfactory condition provided this is the first such unsatisfactory rating. If his/her services are rated satisfactory at the end of the three (3) month period the bargaining unit member shall be retained in the then-current assignment. If a bargaining unit member's services are rated unsatisfactory, a hearing shall be scheduled by the superintendent or designee, the purpose of which will be to ascertain the unsatisfactory job-related behaviors, to review the individual's attempts at improvements, and to identify next steps, including the possible termination of employment.

J. A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an ESPA representative present.

ARTICLE 13 - UNION RIGHTS AND SECURITY

The union shall have, in addition, to other rights expressly set forth or provided by statute, the following rights:

A. Contract Review Committee: Representatives of the District and the Association shall meet informally every month from August through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. Additional meetings may be scheduled.

B. The union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union material.

C. Duly authorized representatives of the state and national levels of the union shall be permitted to transact official union business on school property provided this shall not interfere with nor interrupt normal school operations.

D. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this Agreement.

Article 13 – Continued

E. The employer agrees supervisors or non-unit employees shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature.

F. The employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the employer will not subcontract work unless the skills and equipment needed to perform the work specified are unavailable in the school system or the schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE 14 – ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement - whichever is later - join the Association or pay a legally permissible service fee to the Association. The employee may authorize payroll deduction for such fee. In the event the employee shall not pay such service fee directly to the Association or authorized payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.2277 (7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association or its designee no later than twenty (20) days following the deduction.

B. Pursuant to *Abood v Detroit Federation of Teachers*, 431 US209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association, including ESPA, MEA, NEA, of any funds collected from him/her pursuant to provision in Section A above such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive and unless and until such procedures including any judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

C. In the event of any legal action against the employer 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 the employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and provided the employer gives full and complete cooperation to 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 in any action so defended it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article but this does not include any liability for compensation paid under the Michigan Employment Security Act.

D. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the ESPA Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct one tenth of such dues, assessments and contributions from the regular salary check of the employee each month for ten (10) months beginning in September and ending in June of each year.

E. Upon appropriate written authorization from the employee the employer shall deduct from the salary of any such employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC, NEA-PAC contributions or any other plans or programs jointly approved by the Association and the employer.

ARTICLE 15 - INSURANCE

A. Life Insurance: Each eligible employee, as determined by the carrier, will receive employer-paid Group Term life Insurance ten thousand dollars (\$10,000). The terms of this Agreement will be consistent with the provisions of the Group Life Insurance policy.

B. Disability: Disability Income Insurance will be provided for all eligible, as determined by the carrier, employees, covered by this Agreement. The plan will be thirty (30) calendar days waiting period, twenty-four (24) months benefit period, replacement of sixty percent (60%) of income. All provisions of this Agreement must be consistent with provisions of the Disability Income Insurance policy. An employee cannot draw both sick leave and Group Term Disability benefits at the same time.

C. Hospitalization:

1. Employees working less than one thousand three hundred (1,300) hours per year:

a. The Board will provide the following amount toward the annual insurance premium:

2nd Year Employees =	\$1,000
3rd Year Employees =	\$1,125
4th Year Employees =	\$1,275
5th Year Employees =	\$1,425

b. The above rates to be prorated over 10 months.

2. Employees working one thousand three hundred (1,300) hours or more:

a. The Board shall make applicable monthly premium payments on behalf of Association members determined eligible by the carrier and pursuant to the terms and conditions of this Article of the Agreement as outlined in Appendix B.

D. Dental Insurance:

1. Employees working over 1,300 hours who have hospitalization will receive a plan equivalent to teachers (Appendix C). The Board will provide fully paid full family dental insurance premiums to all qualifying bargaining unit employees determined eligible by the carrier.

2. Employees working over 1,300 hours who have a Cash Option will receive the single subscriber rate per year toward full family dental insurance.

E. Unpaid Leaves: When on unpaid leave of absence for thirty (30) days or more the employee shall pay the monthly hospitalization premium for the duration of the unpaid leave.

F. Cash Option: As of January 1, 2009, new employees and current employees new to any position of 1300 hours or more and who are therefore eligible for hospitalization but choose not to elect it will qualify for a cash option of \$2,500. The employer shall provide the cash option in lieu of health benefits. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Employees receiving fifty percent (50%) cash in lieu of health benefits (per prior collective bargaining agreement) prior to January 1, 2009 will continue to receive this benefit at the amount received in the 2008-09 school year (Single-\$3,500.22, TP-\$7860.18, FF-\$8732.46 or 50% of dollar amount listed in Article 15C). Those grandparented employees whose eligibility becomes reduced (for example, from Full Family to Two Person) will receive a subsequent reduction in benefit.

G. Employees shall be allowed to switch from hospitalization to tax deferred annuity and/or deferred compensation at any time, provided the employee gives the district advance written notice of at least twenty (20) calendar days.

H. Full time employees (30 hours a week or more) shall receive vision insurance as outlined in Appendix D.

ARTICLE 16 - HOURS OF WORK

A. The normal week shall consist of forty (40) hours, eight (8) hours per day Monday through Friday including two (2) fifteen (15) minute daily relief periods excluding a duty-free, uninterrupted lunch period of no less than one-half (1/2) hour per day. During times when students are not in school, working hours may be changed so long as the normal week shall not exceed forty (40) hours. Employees who work 3.5 to 4.0 hours shall be entitled to one fifteen (15) minute break.

Support staff may use their a.m. and/or p.m. break to extend their lunch hour. They may not use the break time to shorten their workday except on Friday's (if agreeable with office needs.)

B. The Board may assign up to one (1) employee from the high school and middle school other than Monday through Friday so long as the employee works five (5) consecutive days and is to be applied on a voluntary basis to those bargaining unit members on the payroll prior to September 1, 1983.

C. Those employees who work less than the normal week will be paid at the hourly rate for their job.

D. Payment for more than forty (40) hours per week will be at one and one-half (1 1/2) times the hourly rate for all hours beyond forty (40) hours.

E. Overtime will be divided among bargaining unit members of each school building department as equally as possible. Overtime will be offered on the following basis:

1. The overtime shall be rotated among all bargaining unit members in the building who are qualified to do the work in that department. If all bargaining unit members in that building refuse the overtime, it will be offered by department to bargaining unit members in the other buildings. It is understood maintenance is not assigned to a building; therefore, all maintenance overtime work shall first be offered to the maintenance bargaining unit members. Overtime work will be voluntary.
2. Overtime will be covered by the use of the "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is missed will be charged in the Overtime Chart for the purpose of balancing the overtime in D above.

F. Summer Work Schedule: After one (1) full year of experience, 12-month employees scheduled to work a minimum of forty-eight (48) weeks excluding vacations, will be paid forty (40) hours for thirty-six (36) hours work from the week of July 1 to the week of August 15 [six (6) weeks].

G. In-service: All employees shall have two paid in-service day each school year. In-service will be planned by a committee of management and Association members. Employees must be in attendance in order to be paid.

H. Compensatory Time: When the employer requests an employee to work additional hours in exchange for compensatory time off, and the employee accepts, the date and time that the compensatory time will be taken will be by mutual agreement between the employee and his/her immediate supervisor. If the compensatory time has not been taken on or before June 1, the employee shall receive straight time pay for the time worked.

When the employee requests time off and will make up the time taken off, and the employer accepts, the date and time for the make up time will be by mutual agreement between the employee and his/her immediate supervisor. If the employee has not made up the time on or before June 1 the employee's pay check will be deducted for the time he/she has taken off the job.

ARTICLE 17 - SALARY SCHEDULES

Effective September 1, 2008 roll into the salary scale the 1.25% off-step salary payment, with 3% raise on step for 2008-2009, 3% raise on step for 2009-2010, 3% raise on step for 2010-2011, and for 2011-2012, the same salary increase that GEA has agreed to.

		2008-09	2009-10	2010-11
Secretaries	Step 1	\$13.40	\$13.81	\$14.22
	Step 2	\$13.80	\$14.21	\$14.64
	Step 3	\$14.22	\$14.65	\$15.09
	Step 4	\$14.62	\$15.06	\$15.51
	Step 5	\$15.01	\$15.46	\$15.92
	Step 6	\$15.48	\$15.94	\$16.42
Educational Assistants	Step 1	\$10.15	\$10.45	\$10.77
	Step 2	\$10.56	\$10.88	\$11.21
	Step 3	\$10.88	\$11.21	\$11.54
	Step 4	\$11.24	\$11.58	\$11.93
	Step 5	\$11.60	\$11.94	\$12.30
	Step 6	\$11.96	\$12.32	\$12.69
Media Technicians	Step 1	\$10.57	\$10.89	\$11.22
	Step 2	\$10.96	\$11.29	\$11.63
	Step 3	\$11.29	\$11.63	\$11.97
	Step 4	\$11.97	\$12.33	\$12.70
	Step 5	\$12.48	\$12.85	\$13.24
	Step 6	\$12.81	\$13.19	\$13.59
Custodians	Step 1	\$13.40	\$13.81	\$14.22
	Step 2	\$13.80	\$14.21	\$14.64
	Step 3	\$14.22	\$14.65	\$15.09
	Step 4	\$14.62	\$15.06	\$15.51
	Step 5	\$15.01	\$15.46	\$15.92
	Step 6	\$15.48	\$15.94	\$16.42
Head Custodian/Groundskeeper	Step 1	\$13.74	\$14.16	\$14.58
	Step 2	\$14.27	\$14.69	\$15.13
	Step 3	\$14.73	\$15.18	\$15.63
	Step 4	\$15.27	\$15.72	\$16.20
	Step 5	\$15.45	\$15.91	\$16.39
	Step 6	\$16.24	\$16.73	\$17.23
	Step 6a	\$16.50	\$16.99	\$17.50
Maintenance	Step 1	\$16.12	\$16.60	\$17.10
	Step 2	\$16.37	\$16.86	\$17.37
	Step 3	\$16.90	\$17.41	\$17.93
	Step 4	\$17.43	\$17.95	\$18.49
	Step 5	\$18.03	\$18.57	\$19.13
	Step 6	\$18.75	\$19.32	\$19.90
Computer Maintenance Tech	Step 1	\$21.66	\$22.31	\$22.98
	Step 2	\$22.41	\$23.09	\$23.78
	Step 3	\$23.41	\$24.12	\$24.84
	Step 4	\$24.23	\$24.96	\$25.71
	Step 5	\$25.08	\$25.84	\$26.61
	Step 6	\$25.96	\$26.74	\$27.54

Article 17 – Continued

- A. Yearly wage increases are not automatic, but are dependent upon satisfactory completion of a year's service. Notification of unsatisfactory work shall have been given to the employee during the year with suggestions for corrections.
- B. An employee employed on a regularly scheduled basis after March 15 shall remain on the first step the following year.
- C. Custodians who work between 3:00 p.m. and 5:00 a.m. will be paid an hourly shift premium of twenty cents (\$.20) over the salary schedule step.
- D. The health care assistant will be paid an hourly premium of twenty cents (\$.20) over the salary schedule step. When the child for whom the health care aide is responsible is absent, alternative work will be assigned so as not to reduce hours of work.
- E. Whenever an employee is promoted or is reclassified upward, he/she shall be placed on the first step that would generate a raise in hourly rate.
- F. The amount of leave time available to an employee will be noted on pay stub three times a year (at beginning, second semester, and end of year).
- G. Longevity Payments:

Annually, on the first payday of December, the District will make longevity payments for each qualifying bargaining unit member, as follow:

Maintenance workers:	\$685
Head Custodians/Groundskeepers:	\$685
Regular Custodians:	\$685
Secretaries:	\$494
Instructional Assistants:	\$494
Media Technicians:	\$494

ARTICLE 18 - NO STRIKE CLAUSE

- A. The union agrees during the term of this Agreement it will not encourage, condone or participate in any strike, slowdown, complete or partial refusal to perform any work, or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline including dismissal for just cause.
- B. In the event such prohibited activity occurs, the school district will notify the union of such and the union agrees it will take immediate action to end such prohibited activity.
- C. The employer agrees to not lock out employees during the life of the Agreement and further agrees to not commit an unfair labor practice.

ARTICLE 19 - EVALUATION

- A. **PURPOSE** - To establish an official formal written record of the employee's job performance. This record process will provide feedback for the employee and administration concerning the employee's job performance and will offer information for improvement, professional growth and development.
- B. **DEFINITION OF TERMS:**
1. An Observation is an event in gathering of data to be used in formalizing the Evaluation. This may include oral complaints, statements from witnesses and/or written anecdotal reports of activities in which the employee performed.
 2. The Evaluation is the formal written record of the employee's job performance, which shall be signed by the immediate supervisor and employee. The Evaluation will be placed in the employee's personnel file.
 3. The Evaluator is the employee's immediate supervisor and is responsible for conducting the evaluation procedure.
- C. **PROCEDURE**
1. Each employee shall be given written notice of the name of his/her immediate supervisor upon hire and at any time it changes.
 2. Observation for obtaining data to establish the Evaluation is an on-going process. The Evaluation of job performance will be finalized once per year and completed on or before May 15.
 3. Whenever the employee is observed and the job performance is not satisfactory, the evaluator will bring this fact to the employee's attention within five (5) workdays from becoming knowledgeable of the situation. This notification may be oral or in writing dependent upon the severity of the situation. The written report to the employee shall include all data used to prepare the report including names of witnesses and their statements.
 4. When the evaluator informs the employee, in writing, of an unsatisfactory job performance, the report shall include a plan for improvement. The written plan shall include:
 - a. Identifying the skill, knowledge or action, which requires improvement.
 - b. An appropriate specific recommendation for improvement.
 - c. A reasonable timeline for active improvement, additional observations and written feedback statement from the employee.
 - d. The immediate supervisor or designee will provide reasonable assistance in implementing a.,b., and c.
 - e. The employee shall comply with the plan to the best of his/her ability and shall submit a written feedback statement to the evaluator on a mutually agreed upon date. This statement shall include events, date, time, location and other specific information, which the employee did to complete his/her portions of the plan.
 5. The formal Evaluation Conference will be held on or before May 15 at which time the formal evaluation documents (including the attached form) will be presented to the employee. The form must be signed at this conference by both the evaluator and employee. The employee's signature is only to indicate awareness and is not to be used to indicate agreement. In the event the evaluator is recommending that the employee be terminated from employment with the Board, it shall be stated at this conference and written on the form.

Article 19 – Continued

6. If the employee does not agree with the evaluation he/she must submit a letter of dissent to the evaluator within ten (10) working days of the evaluation conference.
7. The absence of an evaluation for a given year will mean that the employee has performed satisfactorily during that year.

D. DISCIPLINARY ACTION

The procedure stated above does not disallow the superintendent or designee to discipline at any time during the year subject to due process and just cause.

ARTICLE 20 - SCHOOL IMPROVEMENT PLAN

- A. The Board and the Association are aware that legislation and state department rules are presently pending which may make it advisable to adopt a "School Improvement Plan or Process" and/or a "Site-Based Decision Making Plan" or other such similar plans.
- B. The Board shall notify the Association if the Board is considering formulating or modifying such a plan or process.
- C. Upon notification by the Board to the Association that such a school improvement plan/process (SIP) is to be used or modified, the Board agrees to the following provisions:
 1. The Association shall name at least one member to each district level committee when requested by administration.
 2. The Association shall receive copies of all minutes and approved actions of each SIP committee.
 3. Participation in any SIP is strictly voluntary.
 4. Non-participation in a SIP shall not be used in employee evaluations.
 5. SIP committees shall not discuss:
 - a. Wages
 - b. Fringe Benefits
 - c. Individual employee performance/evaluation
 - d. Contract Grievances
 - e. Individual Employee Discipline
 6. The SIP Committee shall not change any part of the master agreement without the prior written approval of the Board of Education and the Association.

ARTICLE 21 - HEALTH AND SAFETY

- A. Any bargaining unit member required to provide services of a medical nature to a medically fragile student shall be provided access as appropriate, to the doctor's and/or nurse's instructions as to the procedures to be used for each task of a medical nature as necessary.
- B. On a case-by-case basis, the district will determine what training should be provided to an employee assigned to a medically fragile student. The employer shall pay the training fees and employee time required outside normal working hours.
- C. Dispensing Medications - Bargaining members will be guided by Board policy and administrative regulations covering administering medicines to students. Appropriate employees will be given copies of the Board policy and regulations.

ARTICLE 22 - DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2008 and terminate August 31, 2011.
- B. This Agreement may not be extended orally and it is expressly understood it shall expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to an anniversary date.

GAYLORD SCHOOLS
BOARD OF EDUCATION

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By William Odice

By Mark Smith

By Cheryl Wright

By Ronald H. ...

By _____

By Gregory Becker

By _____

By Jan M. Hedden

GAYLORD COMMUNITY SCHOOLS
EVALUATION FORM
NON-TEACHING PERSONNEL

NAME _____

DATE _____

BUILDING _____

POSITION _____

Place a check in front of the phrase that best fits the employee.

Related Comments

KNOWLEDGE OF WORK

K W

- 1. Requires considerable assistance
- 2. Acceptable knowledge
- 3. Well informed
- 4. Extremely well informed on all phases of work
- 5. Not observed

QUANTITY OF WORK

Q W

- 1. Does just enough to get by
- 2. Turns out fair amount
- 3. Does more than average amount
- 4. Consistently does an unusually large amount
- 5. Not observed

QUALITY OF WORK - ACCURACY/SAFETY

Q W A/S

- 1. Often unacceptable, frequent errors
- 2. Makes occasional errors
- 3. Makes few errors, careful and neat
- 4. Seldom makes mistakes
- 5. Not observed

EFFECTIVENESS WITH STUDENTS

E S

- 1. Allows disruptive behavior
- 2. Generates complaints from parents
- 3. Maintains appropriate control
- 4. Promotes positive behaviors
- 5. Not observed

EFFECT ON FELLOW WORKERS

E F W

- 1. Sometimes causes dissension
- 2. No effect on fellow workers
- 3. Promotes cooperation and good will
- 4. Outstanding for loyalty and cooperation
- 5. Not observed

EFFECTIVENESS WITH PUBLIC

E P

- 1. Antagonizes people
- 2. Pleasant and courteous
- 3. Ingenious and tactful
- 4. Unusual personality and aptitude
- 5. Not observed

CONFIDENTIALITY - STUDENT AND STAFF

C - S

- 1. Abuses student/staff confidentiality rights
- 2. Uses poor judgment in casual conversations
- 3. Generally recognizes student/staff rights
- 4. Consistently maintains confidentiality
- 5. Not observed

JUDGMENT AND COMMON SENSE

J C S

- 1. Inclined to be illogical
- 2. Acceptable
- 3. Judgment usually logical
- 4. Thinks quickly, logically
- 5. Not observed

RESPONSIBILITY

R

- ___ 1. Not very reliable
- ___ 2. Accepts responsibility when asked
- ___ 3. Accepts responsibility above average requirement
- ___ 4. Exceptionally reliable
- ___ 5. Not observed

PROMPTNESS

P

- ___ 1. Must be reminded about promptness
- ___ 2. Never late or absent without good excuse
- ___ 3. Almost never late or absent
- ___ 4. Always present and on time
- ___ 5. Not observed

PERSONAL APPEARANCE

P A

- ___ 1. Often inappropriate appearance
- ___ 2. Appropriate
- ___ 3. Very good
- ___ 4. Excellent
- ___ 5. Not observed

COOPERATION WITH ADMINISTRATION

C A

- ___ 1. Very little cooperation
- ___ 2. Acceptable
- ___ 3. Very willing to work with administration
- ___ 4. Unusually cooperative
- ___ 5. Not observed

CONCLUSIONS - (OVERALL)

C

___ 1. Unsatisfactory: The employee will be given specific written suggestions for improvement of job-related performance.

___ 2. Performing in satisfactory manner

ADDITIONAL COMMENTS: _____

Evaluator's Signature _____ Date _____

Position _____

Employee's Signature _____ Date _____

Copy distribution: Employee (original) Personnel File (copy)

LETTER OF AGREEMENT

IMPLEMENTATION OF ESEA-NCLBA REQUIREMENTS

- A. All Title I/Federally funded instructional assistants must meet the requirements of the ESEA-NCLBA of 2001 no later than January 8, 2006.
- B. These individuals may elect to meet the educational requirements under ESEA-NCLBA in any of the following ways:
1. Complete a minimum of forty-eight (48) semester hours of appropriate coursework at an NCATE accredited institution of higher education.
 2. Obtain an Associate's Degree or a higher degree.
 3. Pass a state academic assessment establishing that the instructional assistant has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
 4. Pass a local assessment defined by the mutual agreement of the Association and the District as meeting a rigorous standard of quality and demonstrate, through that local assessment, knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
- C. An ESEA-NCLBA oversight committee composed of three (3) instructional assistants and three (3) administrators shall be formed. The instructional assistants who serve on this committee shall be recommended to the superintendent by the Association who shall appoint its members. The members of this committee shall review the credentials and assignments of all instructional assistants in the district and issue a report no later than November 1, 2004 regarding which instructional assistants are or are not yet highly qualified. The ESEA-NCLBA committee shall meet with those instructional assistants who are not highly qualified and review options available to them to become highly qualified. The committee members shall also affirm that individuals submitting completed portfolios have met the necessary requirements established by the Michigan Department of Education.
- D. An instructional assistant who has been recognized as highly qualified under the ESEA-NCLBA by this school district or the Michigan Department of Education as meeting the requirements of the ESEA-NCLBA statutes shall be recognized as highly qualified (for the assignment so recognized as requiring "highly qualified" status) by this school district for the duration of his/her employment, subject to changes in requirements in State or Federal legislation.
- E. An instructional assistant who has been recognized as highly qualified under the ESEA NCLBA in another school should provide that information to ESEA-NCLBA committee members for approval as meeting Gaylord Community School district standards for such recognition. If approved by members of the ESEA-NCLBA Committee, the instructional assistants shall be considered as being highly qualified in the appropriate instructional area.

Letter of Understanding

This Letter of Understanding is hereby entered into between the Gaylord Community Schools Board of Education and the Gaylord Education Support Personnel Association on this 2nd day of November 2006. Article 3 of the contract defines three departments in the association. The Seniority List is broken down into five classifications within those three departments and shows original date of hire. The Seniority list will now include years of service within each classification, along with the (original) date of hire.

Gaylord Education Support Personnel Assoc.

Maria Smith
Christina H. Casati
Jean Blumhardt
Bonnie A. Rybicki

Date: 12-5-06

Gaylord Board of Education

Cheryl A. Westra

12-6-06

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____ School District - Distribution of Form

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate _____ |

Building _____ Assignment _____

Name of Grievant _____ Date Filed* _____

* NOTE: Timelines associated with a particular grievance may be modified or extended by mutual consent of GESPA and administrative representatives.

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

GRIEVANCE REPORT FORM (continued)

Page 2

C. Disposition – Supervisor/Principal: _____

Signature

Date

D. Disposition of Grievant and/or Union/Association: _____

Signature

Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

GRIEVANCE REPORT FORM (continued)
page 3

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator

Date

NOTE: All provisions of Article 2 of the Agreement dated September 1, 2008, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX B



BCBSM & AmeraPlan Community Blue PPO Plan	GESPA Plan
Deductible, Copays and Dollar Maximums	
Deductible	None
Copays	
Fixed Dollar Copays	\$5 for office visits and \$25 for emergency room visits
Percent Copays	None 50% for mental health care, substance abuse care and private duty nursing
Copays Dollar Maximums	
Fixed Dollar Copays	None
Percent Copays- excludes mental health care, substance abuse care and private duty nursing copays	Not Applicable
Dollar Maximums	\$ 5 million lifetime per member for all covered services and as noted above for individual services

Preventive Services	
Health Maintenance Exam	Covered- 100%
Annual Gynecological Exam	Covered- 100%
Pap Smear Screening- Laboratory services only	Covered- 100%
Well-Baby and Child Care	Covered- 100%
Immunizations	Covered- 100%
Fecal Occult Blood Screening	Covered- 100%
Flexible Sigmoidoscopy Exam	Covered- 100%
Prostrate Specific Antigen (PSA) Screening	Covered- 100%
Mammography	
Mammography Screening	Covered- 100%
Physician Office Services	
Office Visits	Covered- \$5 copay
Outpatient and Home Visits	Covered- 100%
Office Consultations	Covered- \$5 copay
Urgent Care Visits	Covered- \$10 copay
Emergency Medical Care	
Hospital Emergency Room	Covered- \$25 copay, waived if admitted or for accidental injury
Ambulance Services- medically necessary	Covered- 100%
Diagnostic Services	
Laboratory and Pathology Tests	Covered- 100%
Diagnostic Tests and X-rays	Covered- 100%
Radiation Therapy	Covered- 100%

BCBSM & AmeraPlan**GESPA Plan****Community Blue PPO Plan****Maternity Services Provided by Physician**

Pre-Natal and Post-Natal Care	Covered- 100%
Delivery and Nursing Care	Covered- 100%
Hospital Care	
Semi-Private room, Inpatient Physician Care, General	Covered- 100%
Nursing Care, Hospital Services and Supplies	Covered- 100%
Inpatient Consultations	Covered- 100%
Chemotherapy	Covered- 100%
Alternatives to Hospital Care	
Skilled Nursing	Covered- 100%, up to 120 days per cal. year
Hospice Care	Covered- 100%, \$14,000
Home Health Care	Covered- 100%
Surgical Services	
Surgery- includes all related surgical services	Covered- 100%
Voluntary Sterilization	Covered- 100%
Human Organ Transplants	
Specified Organ Transplants- in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered- 100% up to \$1 million max per type
Bone Marrow- when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered- 100% up to \$1 million max per type
specific criteria applies	
Kidney, Cornea and Skin	Covered- 100%
Mental Health Care and Substance Abuse	
Inpatient Mental Health Care	Covered- 100%, (no lifetime maximum)
Inpatient Substance Abuse Treatment	Covered- 100%, (no lifetime maximum)
Outpatient Mental Health Care	
Facility and Clinic	Covered- 90%
Physician's Office	Covered- 90%
Outpatient Substance Abuse Care	Covered- 90%
* The annual and lifetime dollar maximums for inpatient and outpatient mental health care only apply to employers with 50 or less employees.	

Other Services	
Outpatient Diabetes Management Program (ODMP)	Covered- 100%
Allergy Testing and Therapy	Covered- 100%
Chiropractic Spinal Manipulation	Covered- 100%- 38 visits per calendar year
Outpatient Physical, Speech, and Occupational Therapy	Covered- 100%- up to 60 visits combined
Facility and Clinic	Covered- 100%- up to 60 visits combined
Physician's Office- excludes speech and occup. Therapy	Covered- 100%- up to 60 visits combined
Durable Medical Equipment	Covered- 100%
Prosthetic and Orthotic Appliances	Covered- 100%
Private Duty Nursing	10% copay

APPENDIX C

DENTAL COVERAGE

Coinsurance (Plan Pays)

Type 1 Procedures.....	100%
Cleanings, Exams, Fluoride for Children (age 13 and under), X-Rays, Bitewings, Other Procedures	
Type 2 Procedures.....	100%
Sealants, Amalgams, Oral Surgery - Simple Extractions, Root Canals, Gum Disease - Non-Surgical, Other Procedures	
Type 3 Procedures.....	80%
Space Maintainers, Anesthesia, Oral Surgery - Complex Extractions, Apicoectomy, Gum Disease - Surgical, Crowns, Dentures, Bridges, Onlays, Other Procedures	
Orthodontia Procedures.....	50%

Deductible Amounts

Type 1 Procedures.....	Waived
Type 2 and Type 3 Procedures	
Calendar Year-Per Person.....	\$0
Orthodontia Procedures	
Lifetime-Per Person.....	\$0

Maximum

Type 1, Type 2 and Type 3 Procedures	
Calendar Year-Per Person.....	\$2500
Orthodontia Procedures	
Lifetime-Per Person.....	\$1500

ALLOWANCE TABLE

Type 1 Procedures	U&C at 90%
Type 2 Procedures	U&C at 90%
Type 3 Procedures	U&C at 90%
Orthodontia Procedures	U&C

This form is a benefit highlight, not a certificate of insurance.

APPENDIX D

VISION COVERAGE

<u>Service</u>	<u>Benefits with Panel Doctor (*)</u>	<u>Maximum Covered Expense with Non Panel Doctor (*)</u>
Annual Exam	100% Covered	\$ 35.00 (****)
Frame	\$ 130.00 (**)	\$ 65.00 (****)
Single Lenses	100% Covered	\$ 25.00 per pair (****)
Bifocal Lenses **** (See Below)	100% Covered	\$ 40.00 per pair (****)
Trifocal Lenses **** (See Below)	100% Covered	\$ 55.00 per pair (****)
Contact Lenses Medically Necessary (***)	100% Covered	Up to \$ 200.00 (****)
Contact Lenses Elective (***)	Up to \$ 130.00 (****)	Up to \$ 104.00 (****)

* Patient is responsible for \$0.00 annual deductible on exams and \$0.00 annual deductible on lenses.

** EyeMed provides a \$ 130.00 allowance toward a new frame. If the Insured chooses a frame valued at more than the plan's allowance, you will receive a 20 percent discount on the amount over your frame allowance.

*** When contact lenses are selected:

1. The insured is eligible for an exam and contact lenses. Other limitations and provisions of the policy will apply. The benefit for the examination will be reimbursed as shown above.
2. The lens benefit will not be available for the next 12- or 24-month period following the date of service. See GR 3250 for a list of services not covered.
3. The insured will be responsible for the Fit and Follow-Up exam up to \$55.00 for a Panel Doctor and the full amount for a Non Panel Doctor.

**** Patient pays remainder.

This form is a benefit highlight, not a certificate of insurance.