

Professional Agreement
BETWEEN THE

Lakeview Community
Schools

Board of Education

And The

Lakeview Educational Support
Staff Association
(MEA/LESPA)

July 1, 2005 to June 30, 2007

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ARTICLE 1 - AGREEMENT

1. This Agreement is made and entered into as of the 1st day of July, 2005, by and between the Board of Education of Lakeview Community Schools, Montcalm, Mecosta, and Kent Counties, Michigan, hereinafter called the "Board" and the Lakeview Educational Support Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association."
2. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

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

ARTICLE 2 - RECOGNITION

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the state of Michigan, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all non-certified employees of the Lakeview Community Schools included in the bargaining unit described below:

All custodians, maintenance employees, kitchen staff (cooks and aides), secretaries, bus drivers and paraprofessionals. Excluded from the bargaining unit are confidential and supervisory employees, as established by the Michigan Employment Relations Commission, substitutes, casual and temporary employees.
2. The term "employee" when used in this agreement shall refer to all employees represented by the Association in the bargaining unit as described above.
3. Reference to male employees shall include female employees, and reference to female employees shall include male employees.
4. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and The Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
5. Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any employee organization with respect to the "employees" as herein defined other than the Association for the duration of this Agreement. Except for such negotiations under Public Act 379, however, the Board shall be free to communicate with employees or their representatives, or any other persons, individually or by group, for whatever lawful purpose the Board may deem desirable in the discharge of its responsibilities. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 3 - BOARD AND EMPLOYEE RIGHTS

1. It is understood and agreed that the Board of Education 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 Constitution of the State of Michigan and the United States and that the Board is limited with respect to such powers, rights, authority, duties and responsibilities only by the express provision hereof and only to the extent such limitations are in conformance with the Constitution and laws of the State of Michigan, and of the United States.
2. Nothing contained herein shall be construed to deny or restrict to any employee rights s/he may have under the Michigan General School Laws.
3. Nothing in this Agreement which changes preexisting Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.
4. The Board and the Association agree to continue their policy of observing laws regarding discrimination on the basis of race, creed, color, national origin, sex, marital status, age, or membership or participation in, or association with the activities of the Association, or the institution of any grievance, complaint or proceedings under the terms of this Agreement.
5. The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee's organization.

ARTICLE 4 - NEGOTIATIONS

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions as required by Michigan Law, which is ninety days prior to the expiration date of this Agreement.
3. The District agrees, within forty-five (45) days of ratification, to place on the District's Employee Public Directory a copy of the Agreement. A paper copy may be provided to those requesting one.
4. After tentative agreement is reached, both parties agree to hold ratification votes within thirty (30) calendar days. Each party shall provide written notification to the other within five (5) calendar days of ratification of the results of said ratification. Failure to ratify the Table Agreement within the 30 day period shall cause the Table Agreement to become void.

ARTICLE 5 – DEDUCTIONS

1. The Board shall make payroll deductions as individually authorized by the employees in writing, for the following and any other programs jointly approved by the Association and the Board:
 - A. Association dues. Bank/Credit union.
 - B. Tax sheltered annuities.
 - C. Insurance premium deductions and options.
 - D. Other deductions mutually agreed to by the Board and the Association.

2. Authorized deductions shall be made monthly for nine months beginning with the second paycheck in September and ending in May of each year and the Board agrees to promptly and monthly remit to the Association treasurer all monies due the Association so deducted, accompanied by a list of employees from whom such deductions have been made.

3. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert pressure on or discriminate against an employee as regards such matters. Membership in the Association is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that s/he receives equal benefits. Association membership is best dealt with by the Association. It is not the role of a public employer to compel Association membership or to assume Association recruitment activities. Representation of the employees has been voluntarily assumed by the Association and it alone must bear the burdens of a membership Association. The Association is required by law, and under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association. It has been argued that it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement. It has also been argued that employees should not be required to make a monetary contribution to obtain or hold a position at Lakeview. In order to affect compromise for the benefit of the school district, the Association, employees and students, the following agreements are made:
 - A. The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association members and non-Association members, fairly and equally, and all employees in the unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Association for services rendered by way of collective bargaining, contract administration, and grievance adjustment. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association's constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex.
 - B. Any employee who chooses not to join the Association (except those employees who are not members of the Association as of June 30, 1993, and have not joined since then), and who is covered by the terms of this collective bargaining agreement shall, however, be required to pay either to the Association or to the James Kos Memorial Scholarship-Loan Fund, directly or by payroll deduction, an amount of money equal to the initiation fee uniformly required for membership in the Association, and a monthly service fee equal to monthly dues (LESPA and MEA).
 - C. The amount of the service fee shall be determined by the Association in accordance with its established and published procedures. Bargaining Unit employees who disagree with the amount determined as the service fee must exhaust the Association's internal appeal procedures under the "policy regarding objections to political/ideological expenditures "before commencing any other action or appeal before any administrative, judicial or contractual forum.
 - D. Payment of the service fee shall be due in equal monthly installments for the remainder of the school year ending in June, commencing 31 days after the later of the following events: (1) the effective date of this agreement; (2) the date of execution of this agreement; (3) the employee's date of employment; or (4) written notification by the Association to non-members and the district of the service fee amount for that given school year.

The Association agrees to hold the Board harmless and indemnify it from and all claims, demands, suits or other forms of liability by reason of any action taken or not taken by the Board or its designated agent for the purposes of complying with this article. The Association shall provide the counsel and assume all legal

costs and liabilities incurred by the Board in connection with any legal or administrative proceedings arising from the implementation of this article.

- E. Any bargaining unit member 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 MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the employer shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year.
- F. Due to requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). The parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE 6 - COMPENSATION

1. Bus drivers, paraprofessionals and cooks who work 25 or more hours per week shall be guaranteed pay for the number of scheduled student days. In the event of a major catastrophe affecting the work to be done, this requirement may be waived.
2. The salaries for employees shall be set forth in Appendix A of this Agreement. Movement on any salary schedule will occur each July 1st, providing the employee has been employed in the system at least six (6) months. Full experience credit will be given employees moving from clerical aide to secretary, or custodian to custodian/maintenance. Any other employee shall be credited with up to five (5) years experience on the salary schedule of the new position when transferring to a new classification.
3. An employee using his/her personal vehicle at the request of the District shall be compensated at the IRS rate per mile.
4. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, at the request of the Board shall be released from regular duties without loss of salary. The salary of a substitute employee, if any, will be shared jointly by the Board of Education and the Association.
5. Extra trips requiring a certified bus driver will be offered by posting on the bus drivers' bulletin board on the basis of bus drivers' seniority list. Assignment of extra trips will affect only one classification, drivers with dual classifications, career center runs and alternative education runs will not be eligible for extra trips if it would involve having to hire a substitute for their daily position. An extra trip is defined as any transportation of students other than a regular run or shuttle run.
 - A. Extra Trip Postings (ETP) will show: the date of the trip, time of departure, place of departure, grade level and/or sport, name of the person in charge, estimated time of return, and any special instructions. Local maps will be provided for out of town trips. "Drop off only" trips, when known in advance, will be clearly posted.
 - B. At the beginning of each school year, all drivers will be assigned a number according to their seniority; the most senior driver will be #1. A rotation list will be developed from this seniority list.
 1. Extra Trips less than one hour in length will have a separate rotation list. If a driver turns down a trip three times in a semester, he/she will be taken off the rotation list.
 - C. If possible, extra trip postings will be posted at least one week ahead of time on the bus drivers' bulletin board and will list the number of the driver assigned. Should the assigned driver refuse the trip for any reason, he/she will be bypassed, and the next driver on the rotation list will be assigned the trip. This same procedure will be followed until the assignment is filled. If for any reason, the trip is not filled by 4:30 p.m., two workdays before the scheduled departure, the Supervisor will fill the position with the most senior driver available, with no disruption to the rotation schedule. (This does not pertain to "Late Notice" trips listed in section I below). If all bus drivers refuse the trip, the supervisor may assign it to a substitute driver.
 - D. Trips leaving on the same day will be numbered in the order of departure time, the trip with the earliest departure time will be listed first; if the departure time is unknown, this trip will be listed first. If there are trips with the same departure time, the driver representative and at least one witness will place the trips in a box and the driver representative will draw the order of placement (for the bulletin board).
 - E. If an extra trip is cancelled and subsequently rescheduled at a later date, the originally assigned driver will be offered this trip without affecting the rotation schedule.
 - F. If a driver is assigned an extra trip and subsequently is unable to drive (either due to illness or personal reasons) and notifies the supervisor at least 24 work hours before the scheduled departure time, the next senior driver will be assigned the trip. The supervisor will contact this driver by bus radio or he/she at home if necessary. If there is less than 24 work hour notice, the supervisor will attempt to assign the trip to the next senior driver on the rotation list; the supervisor may assign the trip to any available driver.
 - G. If the assigned driver becomes ill or is unable to drive, the driver will contact the supervisor immediately.
 - H. Trading of trips will not be allowed.
 - I. For late notice trips (less than two work days notice), the supervisor will contact the next senior driver on the rotation list, on the bus radio to see if they are interested. If that driver refuses, the supervisor will move down the rotation list. The supervisor will assign the trip by 4:30 p.m. one workday before the scheduled trip. If necessary, the supervisor will attempt to contact the assigned driver by telephone.

- J. For extra trips that last more than one day (e.g. bowling, wellness, forensics) a separate seniority/rotation list will be maintained. The supervisor will follow the same procedure listed in sections B and C above.
 - K. Trips may be split into half days if the most senior driver cannot take both the AM and PM runs; in this case both the AM and the PM portions will be considered separate trips. For trips that last more than one week, the trip may be split if the most senior driver cannot drive the complete assignment. For example, if a trip is posted for two weeks, but the most senior driver can only drive the 1st week, the 2nd week will be assigned to the next driver on the rotation list. The most senior driver must be available for at least the 1st half of the assignment.
 - L. Drivers who have to give up their regular run to take an extra trip will be allowed to pick up their Bright Start students or High School students and take them to the Middle School. The drivers will be paid the extra trip rate for this time.
6. Full-time secretaries are only required to report one day during Christmas recess and one day during spring recess and they shall be paid for each day's work only.
 7. An employee, regardless of skill, if asked to do other than his/her regular work, is expected to help until such work is done, provided, however, all overtime work will be assigned and rotated on an equitable basis. The past practice as applies to custodial/maintenance employees will be maintained. Overtime work will be held to a minimum consistent with good operation. Once an employee has accumulated 10 hours of overtime during a pay period, s/he will not be offered overtime until all other employees capable of performing the duties required have been asked and have declined.
 8. In the case of an employee being replaced due to a vacation or illness, the replacement will be selected based on building seniority disregarding the layoff status of other employees providing the assignment is for 11 days or more. A substitute may be used during the 10 days. If no one in the building elects to take the assignment, system seniority will be used.
 9. Upon retirement through the Michigan Public School Employee Retirement System (MPERS), an employee with ten years or more of service credit as defined by MPERS will be paid \$20.00 (twenty dollars) per day for all unused sick days accumulated with the Lakeview Community Schools.
 10. Employees who work the majority of their shift after three (3) p.m. shall be granted a fifteen (15) cent per hour night premium. Night premium pay shall only apply when the aforementioned condition exists.
 - Bus Drivers:
 - A. Bus drivers shall receive the extra trip rate for delays due to mechanical failure and/or weather conditions as certified by the Bus Supervisor.
 - B. Each full-time bus driver will be furnished with a winter jacket once every three (3) years. Old jackets must be returned before a replacement is issued. Upon termination of employment, the jacket must be turned in before the final paycheck is received. Custodians, maintenance employees and cooks will be provided with three uniforms per year. Cooks will be allowed to participate in the selection of the uniforms. Paraprofessionals that are assigned to recess duty will be given an allowance of \$50.00 (every three years, receipts must be turned in) for snow pants and/or snowsuits.
 - C. The Board of Education will pay each driver twenty-five dollars (\$25.00) upon renewal of their appropriate license.
 - D. When a regular bus driver is learning a new route or is teaching another bus driver a route, s/he will be paid the extra trip/training rate.
 11. When paraprofessionals are requested by the teacher consultant or therapists (e.g. occupational, speech, etc.) to attend or participate in special in-service or training programs and the building principal approves before the training occurs, they will be paid their hourly rate for attendance, the cost of the training and appropriate mileage.

ARTICLE 7 - VACANCIES AND PROMOTIONS

1. A vacancy shall be defined as any position either newly created or a position that is not filled.
2. The Central Office shall inform the President of the Association in writing of vacancies occurring as to bargaining unit positions with a job description and needed qualifications as detailed as possible and agrees to post known vacancies in all buildings and send notices to all laid off employees. Such vacancies shall be posted for five workdays during the school year and ten workdays during the summer months prior to filling the job, but with concurrence of the association president (or designee), can be posted for 48 hours. Any employee can apply in writing for a posted vacancy and consideration will be given to ability, qualifications, satisfactory evaluations, seniority and skill. If two or more employees within the same classification apply for another job in the same classification, then the employee with the greatest classification seniority will get the job. If the Board determines that two employees outside of the classification applying for the position are equal in skill, ability and qualifications, the employee with the greatest district seniority shall be appointed to the position. If one employee is within the classification then that employee shall be given preference over other employees.
3. Vacancies will first be filled by the Board from the bargaining unit provided the applicant is best qualified (meaning must meet all qualifications from the job posting to perform the tasks of the open position). The Board shall make the determination of equality of qualifications (qualifications to include skill and ability) as listed in the position job description.
4. Anytime a new position is created that is composed of two or more classifications, this job will be considered a new position. It will be filled under the provisions of section 2 above.
5. In the event of a job change in, or a transfer from, one classification to another, the bargaining unit member shall be given a forty (40) workday trial in which to show his/her ability to perform the new job. There will be at least two observations by the immediate supervisor (between the 10th and 15th workdays and between the 25th and 30th workdays) during the trial period. The Board shall give the promoted or transferred bargaining unit member reasonable assistance to enable them to perform up to the Board's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to their previous assignment. If an employee is already serving a forty day trial period, the Board is not obligated to consider that employee for a new vacancy that is posted during that trial period.
6. All applicants for a position will be informed which of them has been selected for the position.
7. Whenever vacancies occur during the summer months when some employees do not regularly work, the Central Office will send notices of vacancies to those employees who have notified the superintendent of an interest in a particular vacancy should it occur. At the same time a notice will be sent to the Association President listing the names of employees to whom notices were sent.
8. Nothing herein shall be construed as requiring the Board to fill vacancies that occur within the school year. Once a position is vacant the Board has 20 work days to post the position. The posting period is 5 work days during the school year and 10 days during the summer months. The position will be filled within 20 work days of the end of the posting or the position will be eliminated. However, in the event of a vacancy due to a leave of absence, a substitute may be used for the duration of the leave. At the end of the leave if the employee who requested the leave does not return from the leave, a posting will be generated.

ARTICLE 8 - TRANSFERS

1. The parties agree that transfers of employees are to be minimized and avoided whenever possible.
2. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted if that employee is qualified as required by state and federal regulations.
3. Any employee who is transferred to a supervisory or executive position and shall later return to employee status, shall be entitled to retain such rights as s/he may have under the Agreement prior to such transfer to supervisory or executive status.
4. Any employee asked by a supervisor to temporarily assume the responsibilities and duties of another employee for more than three (3) consecutive days, s/he shall receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification.
5. For transfers, preference shall be given to those bargaining unit members currently working within the classification in which the vacancy exists over those bargaining unit members working outside of the affected classification. For the purpose of this provision, custodians and custodial/maintenance shall be considered the same classification, and food service aides shall be considered within the cooks classification.

ARTICLE 9 - EMPLOYEE FILES

1. Each employee shall have the right, upon request, to review the contents of their own personnel file maintained by the District. The review will be made in the presence of an administrator or their designee. Confidential information as defined under FOIA (Freedom of Information Act) shall be exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the employee. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made by the employee.
2. No material of an evaluative nature or written complaint shall be placed in an employee's file without first being presented to the employee. The employee shall be given a copy of all such material and will be asked to sign the Board copy indicating that s/he has read it. Within thirty (30) days of evaluation or written complaints placed in the employee's file, the employee will have the right to attach a statement of remarks or other information which they feel is pertinent to the evaluation or complaint. This statement will be attached to the Board copy of the evaluation/complaint which remains in the employee's file.
3. Any material determined by the Board and Association to be factually in error shall be corrected or expunged from the file.
4. All employees will be evaluated in writing at least once every two years. The performance evaluation should be completed and placed in the personnel file by May 1, but no later than June 1.
5. Evaluations of employees by the Supervisor will be based on observed work performed and/or results of work performance of the employee. Supervisors of classroom paraprofessionals will be the building principal.
6. The content of any evaluation is not subject to the grievance procedure.

ARTICLE 10 - LEAVE PAY

1. All twelve month employees will be granted twelve sick leave days per year. All school year employees will be granted ten sick leave days per year. Employees will be given a written statement of accumulated sick leave days on October 1 of each year. Unused sick leave days will be accumulated on an unlimited basis. Sick leave is to be used when the employee is unable to work because of personal sickness, accident or disability.
2. Absence from duty not to exceed five (5) days per year shall be granted after application has been made or notice given for illness in the immediate family. Immediate family is defined as spouse, children, step-children, parents, grandparents, grandchildren, foster children, step-parents, in-law parents, and siblings. These days will be deducted from the sick leave accumulation. The Superintendent shall have discretionary powers in interpretation of this section.
3. Up to five (5) days per year shall be allowed for bereavement, these days will be deducted from the individual's accumulated sick leave. Additional days may be granted at the discretion of the superintendent.
4. Personal leave is included in the granting of sick leave above. Up to three (3) days per year may be used for personal business providing that:
 - A. The business cannot be transacted at a time other than during working hours.
 - B. Personal business days shall not be used to carry out activities that are in part or in whole concerned with a second job or activity, from which the individual derives, hopes to derive or intends to derive an income from work apart from the position contracted for with the Lakeview Community Schools.
 - C. Personal business days cannot be used to extend holidays, vacation periods, or breaks unless a specific purpose is stated which complies with the above language as approved by the Superintendent.
 - D. A leave request form must be submitted to the principal/supervisor at least two (2) working days in advance of the anticipated absence except in cases of unforeseen emergencies. The employee may, but is not required to state the reason for leave. Such leave shall not be used for Association business. The Board has the right to have support staff reschedule non-emergency leaves when qualified substitutes cannot be scheduled to work.
 - E. The number of personnel that can take a personal day at any given time will be determined according to classification. In the case of paraprofessional, the number of staff eligible to take a personal day will be determined by buildings.

Classification	Building	Personnel Limit
Bus Drivers		3
Clerical		1
Custodial		1
Kitchen Staff		2
Maintenance		1
Mechanics		1
Paraprofessionals	Bright Start	2
Paraprofessionals	Upper Elementary	1
Paraprofessionals	Middle School	1
Paraprofessionals	High School	1

5. A record of accumulated leave days will be maintained at the school offices and made available for inspection during business hours.
6. Absence due to an injury incurred in the course of the employee's employment and covered by Worker's Compensation shall not be charged against the employee's sick leave but sick leave shall not accumulate during the time the employee is placed on a Worker's Compensation leave.
7. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or use sick and emergency leave while on a leave of absence.
8. All employees will be paid regular salary minus jury duty pay for jury duty days and no personal or sick leave days will be deducted.

9. Up to six (6) days may be taken by designated individual for Association business approved by the Association and duly delegated to these individuals. Costs for substitutes, if any, will be covered by the Association. This does not count against the individual's personal leave. Notice of intent to use an Association business day shall be given to the Superintendent at least three (3) days in advance.
10. Sick days will not be deducted when a person is subpoenaed to testify in court (unless a personal matter) but witness fees, if any, will be returned to the school district.
11. Female employees shall be eligible to use accumulated sick leave for childbirth. To receive sick leave benefits, the employee must perform all duties until physically disabled and return to service as soon as she is physically able to perform all duties. The Board may require medical verification prior to commencing and returning from such leave.

12. FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Act of 1993 requires covered employers to afford eligible employees up to 12 weeks of unpaid family and/or medical leave during any given twelve month period. An individual is covered by the Act if that person was employed for at least 12 months (the 12 months do not have to be consecutive) and had at least 1250 hours of service with the employer during the previous 12-month period.

- A. An eligible employee is entitled to up to 12 weeks of unpaid leave for the following reasons: (1) the birth or care of a child; (2) the adoption of a child or the placement of a child in the employee's home for foster care; (3) the care of an immediate family member (spouse, child, or parent) with a serious health condition; or (4) the employee's own serious health condition.
- B. For the purposes of the Act, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical-care facility or that requires continuing treatment by a health care provider and absence from work, school, or other regular activities for more than three days.

When the need for leave is foreseeable, an employee may be required to provide 30 days advance notice or as much notice as is reasonably foreseeable.

- C. Schools shall require employees to provide medical certifications of the need for leave and may require second or third opinions, at the expense of the school. Schools also may require employees to provide, during the FMLA leave, periodic re-certifications and reports regarding their status and intent to return to work.

Leave for the birth or placement of a child may be taken only within 12 months of the birth or placement.

- D. Leave may be taken intermittently throughout the defined 12-month period, which means either a reduction in the number of hours an employee works each day or larger blocks of time – a few days or weeks – taken periodically. However, the following limitations apply: (1) the total amount of intermittent leave may not exceed the normal 12 weeks within a 12-month period; (2) when the leave is for child birth, adoption, or foster care, intermittent leave must be approved by the school; (3) the school may require an employee to transfer to a position that better accommodates recurring periods of absence if the employee is qualified for the position and the position has similar pay and benefits.
- E. When employees schedule treatment for which they will require extended leave, they must make every effort not to disrupt the normal operation of the institution.
- F. When spouses employed by the same institution take leave for the birth or placement of a child or to care for a parent, leave taken by one spouse is counted against the leave available to the other spouse. In other words, if one spouse takes four weeks of leave, the other spouse is left with only eight weeks of available leave. Their 12-week periods are counted separately in all other instances.
- G. The school may require the employee, or the employee may elect, to substitute any accrued paid vacation, personal, or sick leave for a portion or all of the FMLA leave. However, the paid leave may not be substituted for FMLA leave after the period of FMLA leave has ended. The leave runs concurrent with the FMLA.

A school must maintain an employee's health insurance benefits during the leave period in the same manner as it would if the employee were not on leave.

If the employee normally is required to pay a portion of the premiums and fails to do so during the leave period, the school may cancel the insurance, or it may pay the employee's portion of the premiums and recover those costs after the employee returns. However, if the school cancels an employee's health benefits, it must reinstate those benefits unconditionally upon the employee's return to work.

Other fringe benefits may be canceled by the school during the FMLA leave. However, when the employee returns to work, those benefits must be reinstated at the same level as provided before the leave, unless a change in benefits was applied to the entire work force during the leave.

- H. A non-teaching employee is entitled to return to the position held before taking leave or to an equivalent position with equivalent pay, benefits, and other conditions of employment.

A school may deny reinstatement if the employee would have been laid off for a bona fide reduction-in-force during the leave, if the employee was hired for a specific term that expired during the leave, or if the employee was hired to work on a particular project that was completed during the leave.

As a prerequisite to reinstatement, the district shall require an employee to present certification by a health care provider of fitness for duty.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

1. Unless otherwise specified in this Agreement, a leave of absence when granted by the Board of Education shall:
 - A. Entitle the employee to return to employment in the same position from which leave was taken. A refusal of offered employment following the leave of absence shall immediately end this privilege.
 - B. Not entitle the employee to accrual of sick leave.
 - C. Not entitle the employee to advancement on schedule for the time away from actual employment prearranged with the Superintendent of Schools.
 - D. Not entitle the employee to any school system subsidization of insurance premiums, retirement payments or unemployment compensation.
 - E. All leaves granted under Article 10 shall be without pay.
 - F. Not entitle an employee to accrue seniority.
2. A leave of absence may be granted, on recommendation of the Superintendent of Schools for a period not to exceed one (1) year to any employee having successfully completed a period of one (1) school year. The time period is subject to renewal at the request of the employee following written request by the employee. Requests must be made before termination of the leave and shall not exceed one (1) year for each renewal.
3. Any employee whose personal illness extends beyond the period compensated under Article 9 may be granted a leave of absence without pay for one (1) year, subject to renewal at the request of the employee. Upon return from such leave, an employee shall be assigned to the same position, or a substantially equivalent position, if either are available, provided always that the employee is able to perform the duties required by the position. The Board may require medical verification prior to commencing and returning from such leave.
4. Employees will be granted a leave of absence upon entry into the armed forces, or for voluntary service duty during a declared national emergency. Employees returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be giving the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.
5.
 - A. The Board shall, upon request, grant a leave of absence for the purpose of child care not to exceed one year. The request for this leave must be in writing and specifying the expected date of birth certified by a physician. The employee should make this request forty-five (45) days prior to the expected date of birth.
 - B. An employee shall, upon request, be granted a child care leave without pay. This leave may begin at the time when the employee is physically unable to work. The duration of the leave shall be one (1) year, renewable at the discretion of the Board. Any employee wishing to avail of the child care leave must make application at least forty-five (45) days before the expected date of birth.
6. An employee shall, upon request, be granted a child care leave. The duration of the leave shall be one (1) year, renewal at the discretion of the Board.
7. Employees who have been employed by the Board may be granted an Educational Leave for up to one (1) year. It is agreed that said leave includes, but is not limited to, attending a college, university or other educational institution, and serving as an officer in the Michigan Education Association or the National Education Association.
8. Employees on Educational Leave shall be allowed one-half (1/2) year credit toward retirement for times spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. While on Educational Leave seniority shall accrue.

9. An employee who has been employed for at least two years may request up to six work days off per year on an unpaid basis. Such days will not be granted in less than two work day blocks of time. Such requests must be submitted in writing to the Superintendent at least 14 calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave time is subject to the approval of the Superintendent and Supervisor. No more than one employee per classification will be allowed unpaid leave on the same date without approval of the Superintendent and Supervisor. Any deviations from the terms of this provision are subject to the approval of the Superintendent and Supervisor. With good cause shown the 14 day requirement may be waived.

ARTICLE 12 - HOLIDAYS AND VACATIONS

1. Holidays
 - A. Bus drivers shall receive the following holiday pay:
 - Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
 - New Year's Day
 - B. All other employees shall have the following days off with pay:
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Day before New Year's
 - New Year's Day
 - Good Friday (if school is not in session)
 - Memorial Day
 - Independence Day (if such holiday falls within the employees scheduled work period)
 - C. If an employee is on vacation on any of the above-named holidays, the day shall be counted as a holiday and not as a vacation. (See Hours and Assignments - Compensable Time Provisions.)
2. Vacations
 - A. Bus drivers, paraprofessionals, cooks, and other school year employees shall not receive vacation leave with pay.
 - B. All other employees shall be allowed vacation leave with pay as follows:
 - After one year of continuous service - 10 days
 - After five years of continuous service - 15 days
 - After ten years of continuous service - 20 days

For employees changing from a classification having no vacation benefits, to a classification having a vacation benefit, the employee must complete one year in the new classification before being eligible for a vacation. Vacation days will be determined based on the new classification seniority date.

- C. Vacation credits shall not accumulate without written permission from the Superintendent.
- D. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.
- E. Vacations shall be scheduled by mutual agreement between administration and all employees. Where mutual agreement cannot be reached, the administration shall offer available vacation periods to all employees in descending order according to their district-wide seniority.

The Administration will offer vacation posting periods during:

January 1 to March 31	April 1 to June 30
July 1 to September 30	October 1 to December 31

(No more than two (2) employees in any one classification will be on vacation at any one time.)

The Administration reserves the right to schedule vacation time for all employee classifications during the week which corresponds with July 4.

- F. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay, pro rata.

ARTICLE 13 - GRIEVANCE PROCEDURE

1. Definition: A "grievance" is hereby defined as a claim by an employee, group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Purpose: This grievance procedure affords the sole and exclusive remedy for grievance complaints under the Agreement. Nothing contained herein shall be construed as limiting the right of an employee with or without a grievance to discuss a problem or concern with an appropriate member of the administration, or for an administrator to discuss a problem or concern with an appropriate representative of the Association.
3. Limitation: No grievances shall be made, filed or processed based on facts or events which have occurred and/or become known to the grievant(s) prior to ten (10) days excluding weekends and holidays, before the grievance is filed, or reasonably should have been known. Time limit may be extended by mutual consent.
4. Procedure: Grievances shall be processed from one step to the next in the grievance procedure within the limits prescribed. Any grievance upon which an appeal is not taken within the limits prescribed, shall be closed upon the basis of the action last taken by the party against whom the complaint was filed.
5. Initiation: Any formal grievance process will be initiated by the filling in and signing of the Grievance Report Form, Appendix D and available from duly authorized personnel of the Association and the Board.

STEP 1: The Association, any employee or group of employees, believing there is a grievance as defined in "1" above, shall initiate the grievance as provided in "5" if it does not exceed the limitations of "3". A meeting will be set up within five (5) days to seek normal adjustment of same with the building principal, bus supervisor, cafeteria manager, or the Superintendent. The representative of the Board shall indicate his/her disposition in writing within five (5) days of the meeting and shall furnish a copy to the grievant and the Association.

STEP 2: In the event the matter is not resolved under Step 1, the grievance shall be submitted to the Superintendent of Schools within five (5) calendar days, excluding weekends and holidays, of receipt of the written disposition issued at Step 1. Within five (5) calendar days, excluding weekends and holidays, of the filing at Step 2, a meeting will be held to resolve the grievance. Within five (5) days of the meeting the Superintendent shall issue his written disposition of the grievance.

STEP 3: If the decision rendered at Step 3 is not an acceptable resolution of the grievance the Association may within ten (10) days excluding weekends and Holidays appeal the grievance in writing to the American Arbitration Association. Notice of the filing for arbitration shall be sent simultaneously to the American Arbitration Association and the Board. Lack of notice being sent within the ten (10) day period shall indicate abandonment of the grievance. The rules of the American Arbitration Association shall apply to all further proceedings on the grievance.

6. The arbitrator selected shall confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The parties, if mutually agreeable, may choose expedited arbitration in lieu of the normal proceedings.
7. The arbitrator has no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and/or section(s) of this Agreement have been violated and, if so, providing for an appropriate and just remedy for the violation. The arbitrator shall not usurp the functions of the Board of Education or the Association, or the proper exercise of its judgment under law and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding on all parties.
8. The arbitrator's fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expense in connection therewith. Any employee needed to testify at the proceedings shall be given release time for the amount of time required for his/her testimony; provided, such release time does not

unreasonably interfere with school operations, but without compensation except as may be paid by the party calling the employee or by made up time.

9. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with work of employees.
10. The Association may initiate a grievance directly at Step 2 when either of the following conditions applies:
 - A. A grievance involves a group of employees or an issue which applies to the unit as a Whole, or;
 - B. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.
11. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level 2 within ten (10) calendar days, excluding weekends and holidays, of receipt of written notice as provided above.
12. A grievance may be withdrawn at any level without establishing a precedent.
13. The number of days indicated at each level above should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
14. All available information in the form maintained by the Board necessary for the determination and processing of any grievance shall be provided by the administrator for the maintaining of that information upon request to the parties involved in the grievance. This provision is not intended to preclude presentation of evidence at arbitration.
15. The term "days" as used in this article shall refer to weekdays excluding Saturday, Sunday and holidays.

ARTICLE 14 - NO INTERRUPTION OF EDUCATION

The Association recognizes that strikes by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, or participate in any strike against the Board by any employee or group of employees.

Employees should be aware that discipline and penalties are possible in cases of non-compliance with this Article.

ARTICLE 15 - EMPLOYEE PROTECTION

1. Any case of criminal assault upon an employee which had its inception in a school centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the employee involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent. The Board of Education will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. The Board and Administration will insure that the bus discipline policy shall be adhered to for the maintenance of order on their respective buses. The base radio will be manned when buses are on regular runs. An administrator will be available to assist drivers in cases of serious problems on a bus that makes it impossible for the driver to continue the route in a safe manner. In cases of physical attack on a driver, the bus should be stopped immediately and a call for assistance made to the base station (unless the driver feels he/she can complete route in a safe manner). An administrator will immediately be sent to the aid of the driver, if the driver requests such assistance. The student shall immediately lose the privilege of riding the bus, beginning with the next regularly scheduled run, a complete investigation will be made with the driver having the opportunity to be present whenever interviews are conducted regarding the incident.
3. Time lost by an employee in connection with any criminal assault mentioned above not compensable under worker's compensation, and for a period not to exceed nine (9) months at the employee's rate of pay at the time of the criminal assault, shall not be charged against the employee unless he himself is adjudged guilty of an offense by a court of competent jurisdiction.
4. The Board will reimburse the employee for loss, damage or destruction of personal property which was used on school premises, when such property is needed or used in the normal work of the employee, when such property is registered with the immediate supervisor in written form, and when the loss, damage or destruction is not the result of the employee's negligence, not to exceed \$500.00.
5. Bus drivers are expected to use their individual discretion in avoiding possible hazardous situations on their routes, but it is clearly understood that if a disagreement arises regarding an alleged hazard that the supervisor shall make the final decision, assuming no intervening gross negligence on the part of the driver.
6. An employee who considers a working condition hazardous shall immediately report it to his/her supervisor.
7. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Association. If an association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others.
8. No non-probationary employee shall be disciplined, reduced in rank or compensation by the Board or its designee without just cause. Reduction in hours as per Article 19 (Hours and Assignments), Section 2 shall be considered just cause for reduction in compensation.

ARTICLE 16 - SENIORITY AND PROBATIONARY PERIOD

1. A copy of the complete seniority list showing district seniority and classification seniority for the members of the bargaining unit will be maintained at the school offices and made available for inspection during business hours, and a copy will be provided for the Association on or before October 1 of each year. Such list shall include all individuals who hold seniority as a result of this Agreement.
2. In the event that more than one individual has the same seniority date, placement on the seniority list will be determined by lottery. If two employees are hired for the same classification, the employee who has subbed the most (in that classification) would be considered the senior in seniority for that date. Affected employees and a representative of the Association will be provided the opportunity to be present at such drawing.
3. Seniority shall date from an employee's most recent starting date of continuous employment in a regular position by the school district. An employee's seniority shall entitle him/her only to such rights as are expressly provided in this contract.
4.
 - A. Persons hired under a state or federally funded program for a job of limited duration or special non-continuing project or students hired for subsidized programs shall not fully or partially replace regular employees or perform work or services normally performed by regular employees. If these persons are later hired as regular employees they shall accrue seniority rights effective from the date of hire as a regular employee. These persons shall not receive pay or benefits higher than regular employees performing similar work unless special skills are needed.
 - B. Notwithstanding the above, Federal or State Funded Program employees shall be treated as regular employees with respect to wages, fringe benefits, and all other contractual rights except seniority. Federal or State Program employees shall accrue seniority only if later hired as a regular employee and with a seniority date effective with their date of hire as a Federal or State Program employee.
5.
 - A. District seniority is the length of an employee's service from their most recent starting date of employment by this school district. Classification seniority shall be measured from the date an employee first worked or was transferred into the classification.
In the event an employee is assigned to two or more classifications concurrently (e.g. bus driver/paraprofessional, bus driver/custodian, etc.) classification seniority shall accrue only in the classification where the majority of the work hours take place. Beginning July 1, 1997, employees will begin accruing seniority (in accordance with the formula below) in each classification that they work in. The pay for such employees assigned to two or more classifications shall be prorated based on the hours worked in each classification. The employee's pay shall be based on years experience with each classification.
 - B. Effective July 1, 1983, employees who work less than two (2) hours per day shall accrue one quarter (1/4) seniority; employees who work more than two (2) but less than four (4) hours per day shall accrue one half (1/2) seniority; employees who work four (4) or more hours per day shall accrue full seniority. All seniority accumulated until July 1, 1983, shall remain unchanged.
6. Newly hired full-time employees and part-time employees shall serve a probationary period of forty (40) work days, uninterrupted by any type of service break, during which time they will be termed "probationary employees." Probationary employees' service with the school district may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination.

During the probationary period an employee who desires the employee negotiated fringe benefits may pay for them at the group rate until such time as this probationary period has ended when they will be paid for by the Board.
7. An employee promoted or transferred from a job classification in the bargaining unit, either before or after certification of the Association, to a supervisory position shall retain the seniority he/she had at the time of such promotion or transfer and shall continue to accumulate seniority while he/she is in such supervisory position for a period of one (1) year. Such employee shall have a right to return to the bargaining unit and be placed on the job to which his/her seniority would entitle him if his employment with the district has remained unbroken.

8. Any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the district may be employed at other work on a job that is operating in the district and which he/she can do without regard to any seniority provisions in this Agreement.
9. An employee will lose seniority if he/she quits or is discharged for just cause, or fails to return from a recall or retires.

ARTICLE 17 - REDUCTION OF PERSONNEL

1. In the event of a necessary reduction in the working force due to decreased student enrollment or change in student day, or shortage of revenues, or change in work system as per Article 19 (Section 14), within an affected classification, first substitute employees shall be laid off, then probationary employees, and then regular employees according to their seniority within the classification. If an employee has been within the classification five (5) years or more, then the employee may exercise his/her district seniority to remain working in the classification. For the purposes of this provision food service aides shall be considered within the cook's classification. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) working days prior to the effective date of the layoff.
2. Layoff Procedures- In the event of a necessary reduction in work force, the Employer shall first layoff substitute employees, then probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction of work force or who have been affected by a layoff/elimination of position shall have the right to assume a position with equal or less hours within their classification, for which they are qualified, which is held by the least senior bargaining unit member. A laid-off employee with no position available within his/her classification shall have the right to bump the least senior employee in another classification provided he/she has greater district seniority than the employee being bumped and meets the minimum qualification (as compared to the qualifications for new hire). The employee will be placed on the pay scale appropriate to his/her seniority within the classification. Any laid-off employee wishing to exercise district seniority to remain working must exercise this right within ten (10) working days of the effective date of the layoff.
 - A. Take up to five (5) years district seniority into the new classification.
 - B. Shall serve a 12 week trial period with the understanding that within this trial period or at the end of the trial period the individual has the right to return to lay-off status without loss of recall rights to other positions. Further, the Board has the right to return the individual to lay-off status if the individual is not able to perform the duties of the new position. The Board or agent of the Board will provide the individual with a written evaluation if the individual is to be returned to lay-off status.
3. Employees on lay-off shall accrue seniority during lay-off for a maximum period of one (1) year.
4. If a senior employee is laid off and declines to exercise his/her district seniority to remain working in a classification which he/she can perform and where work is available, he/she shall remain off work until recalled to his/her classification. Laid off employees will be recalled on the basis of seniority and qualifications. The most senior laid off employee within a classification being recalled will be recalled first. A laid off senior employee, if recalled to a job similar in work content and at an identical or higher number of hours to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
5. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the district's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least five (5) working days notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) working day period.
 - A. If a support staff employee is recalled to a position that is comparable to laid off position in duties and hours and that employee fails to notify the Board in writing, by registered or certified letter, mailed within five (5) working days after the Board has given notice to recall, that he/she desires to accept such recall and will report for work at the date specified in the notice of recall, such support staff employee shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.
 - B. If a support staff employee is recalled to a position that is not comparable to laid off position in duties and hours and that employee fails to notify the Board in writing, by registered or certified letter, mailed within five (5) working days after the Board has given notice of recall, that he/she desires to accept or decline such recall, that support staff employee shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.

- C. Non-probationary employees shall retain their right to recall for a period of three (3) years from the effective date of layoff. Probationary employees shall retain their right to recall for a period of one (1) year from the effective date of layoff.
- 6. In no case shall a new employee be employed by the Board while there are other employees who are laid off, and who are qualified for the vacant position.
- 7. An employee that has been released because of staff reduction shall, if he/she desires, have priority on the substitute list, according to seniority.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. The Association shall be provided bulletin board space for the posting of Association notices and other materials and shall be entitled to use the school messenger service when the same is otherwise in service (in other words, no special service for the Association).
2. The Association shall have the right to use the school building facilities, at reasonable times and intervals, for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extra curricular activities conducted after regular class hours. Prior notification of intent to hold a meeting shall be given and the Director of Operations shall designate the room in which the meeting is to be held. The Association shall have the right at reasonable times and intervals the use of school office equipment including but not limited to typewriters, mimeographing machine, other duplicating equipment, calculating machines and all types of audio-visual equipment. Such use may be limited under reasonable rules and regulations generally applicable to use of such equipment by other than regular school operating personnel. The Association shall pay for the cost of all materials and supplies used in conducting Association business.
3. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times and intervals and in a manner as not to interfere with normal operations and the work duties of employees.
4. All rights as to building and equipment usage are lost to the Association during times of a work stoppage.
5. If any provision of this Agreement or any application of the Agreement to any employee in the bargaining unit is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of any other provisions contained in this Agreement.
6. Matters which the Association wishes to be brought to the Board of Education for consideration shall be placed on the agenda in accordance with the rules and regulations of the Board as the same may from time to time exist as to agenda scheduling.
7. When inclement weather makes it unsafe for buses to be on the roads, making it necessary to close school for students, cooks, bus drivers, and paraprofessionals will not report but will be paid for up to two days. If there are more than two days but less than a total of the state allowable 30 hours closed due to inclement weather, all support staff have the option of using vacation, sick, personal or unpaid leave. If unpaid leave is chosen, this option will not affect Article 10 Section 9. Secretaries, custodial and maintenance employees will report and work on a 9:00 AM — 3:00 PM schedule. They will be granted up to two paid days off at a time approved by their supervisor. (On an inclement weather day, employees may contact the supervisor to ask for the day off, the supervisor may approve this request immediately) Employees who have already reported to work will be paid for hours worked, with a minimum of two (2) hours pay. Evening custodians may be required to work their regular shift (up to six hours) if there is a scheduled function at their building, which has not been canceled or re-scheduled. In the case of extreme conditions, as determined by the superintendent and announced by the Media, no employee will be asked to report, and will be paid for those days. Any days to be made up at the end of the school year due to any law or regulation will be made up at no additional compensation.
8. The Board shall issue a pass, upon advance request, to an employee for any school sponsored event. Receiving this pass signifies the employee's willingness to help (crowd control, student behavior, etc.) if so requested by the sponsor in charge.

ARTICLE 19 - INSURANCE

1. A. For employees who work 30 hours a week or more, the Board shall provide, for the fiscal year 2005-2006 and 2006-2007 a comprehensive hospital, medical and surgical insurance program with a prescription program, dental and vision for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents as defined by the IRS or college student status. An open enrollment period shall be provided whenever premium subsidy amounts change for the group. Employees working 30 hours a week or more, who choose not to take the health insurance will receive cash in lieu of amount of \$2,400.00. Employees who are currently provided an insurance program that are between 25 and 30 hours a week will be grand parented and covered under the provisions above.

- B. The Board shall grandparent and provide current regularly scheduled employees hired prior to July 1, 2005 working twenty-five (25) to twenty-nine and nine tenths (29.9) hours per week \$1800 per year to be applied toward approved designated tax deferred annuities, or qualified plans in addition to receiving dental and vision insurance. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group. Employees hired after June 30, 2005 working twenty five (25) to twenty-nine and nine tenths (29.9) hours per week will receive \$1800 per year that can be applied toward an approved designated tax deferred annuity, qualified plan, dental and /or vision.

The Board shall grandparent and provide current regularly scheduled employees hired prior to June 30, 2005 working less than twenty-five (25) hours per week, \$900 per year to be applied toward a dental, and/or vision plan(s) and \$75.00 per month for a full twelve (12) month period, that can be applied toward an approved designated tax deferred annuities, or qualified plans. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

- C. Employees hired after July 1, 2005 working less than twenty-five (25) hours per week will receive no benefits other than the \$5,000 Life and AD&D insurance. If the employee meets the Long Term Disability (LTD) requirement he or she will also be eligible to receive this benefit. Current employees who are laid off for more than three (3) consecutive years and return to work, for purposes of benefits, will be considered a new employee and fall under the guidelines above.

- D. The Board shall provide without cost to the employee a Negotiated Group Term Life Insurance Plan in the amount of \$5,000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D).

- E. The Board shall provide without cost to eligible employees Long Term Disability Insurance. Eligible employees are those employees who work more than 17.5 hours per week. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,500 and shall begin after the expiration of 90 consecutive calendar days.

ARTICLE 20 - HOURS AND ASSIGNMENTS

1. The work week shall be Monday through Friday.
2. A. The normal work week for custodians, custodial/maintenance and secretaries will be 8 hours per day and forty (40) hours per week; for cooks will be 7 hours per day, 35 hours per week; for paraprofessionals will be student hours per day, student hours per week. Bus driver hours are those hours normally required to run their routes and return their busses to where they were normally parked. During the summer, Christmas and spring when school is not in session, the hours will normally be 7:00 a.m. to 3:30 p.m. This time will include a 30 minute uninterrupted, duty free, unpaid lunch period. When school is in session, the first shift employees will work 7:00 a.m. to 3:30 p.m. The second shift employees will work from 3:00 p.m. to 11:30 p.m. These hours may be altered at the discretion of the supervisor.
B. In the event of a necessary reduction due to decreased student enrollment, change in student day, change in work system as per Section 14, or shortage of revenues, lay off language will go into effect. For school year employees the calendar will consist of four (4) working days more than student days. For school year secretaries, the calendar will consist of two (2) weeks prior to the first student day and two (2) weeks after the last student day.
C. If an employee's hours are reduced and there are other positions within the classification with more hours, the employee may exercise seniority rights to bump into a job with more hours within the classification.
D. Employees required to work shifts at different buildings shall be reimbursed at the mileage rate listed in Article 5, Section 2, for the round trip between the buildings (if personal vehicle is used).
E. Any employee whose hours are reduced to a level they find unacceptable may choose to take an unpaid leave of absence as outlined in Article 10, Section 1. During the first year of the unpaid leave of absence seniority shall accrue.
3. Each employee working over four (4) hours per day shall receive an uninterrupted, duty free lunch period of thirty (30) minutes. With the approval of that employee's supervisor the employee may elect to work through his/her lunch period and leave work one-half hour early.
4. Each employee shall receive one ten (10) minute break for every four hour period worked. The rest break will be scheduled with the employee's supervisor.
5. Employees shall be allowed to leave their buildings and/or work stations during their lunch periods and shall be allowed to leave work station during rest periods.
6. Employees shall give notice of absence as soon as possible to his/her supervisor.
7. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within a reasonable time following the adoption of the school calendar.
8. Employees will be offered overtime work, which may include Saturday, Sunday and holiday hours, on the basis of seniority within buildings. Overtime shall be equalized among qualified employees in each job classification within each building. If extra work is available for cooks, the cook assigned to the building will be assigned first, then other building cooks, then other cook aides will be selected on a district-wide rotational basis. Hours worked over forty hours per week, will be compensated at time and one-half or an equivalent time and one-half off within the pay period at the discretion of the Superintendent. Compensable time will be taken at a mutually agreed upon time and if not agreed, at the end of the pay period.
9. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of two (2) hours work. Saturday, Sunday and non-school day building inspections will not carry premium pay or call-in pay.
10. All employees shall be issued the supplies, materials, tools and equipment necessary to complete assigned duties.

11. The Board of Education shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
12. When additional summer work is required excluding student positions and funded programs, school year employees, provided they are qualified, will be given the first opportunity to work. Selection shall be based on seniority.
13. On days listed as "no school" on the school year calendar, custodians, custodian/maintenance and secretaries shall work if work is scheduled. Said scheduled work shall be divided on an equitable basis by classification.

If no work is scheduled, and if the employee wishes, he/she may schedule a vacation day, otherwise it shall be considered a day off without pay.
14. The Board reserves the right to explore and implement work systems that may modify present job descriptions and work routine, but such modifications shall not result in the hiring of personnel not already in the bargaining unit (unless additional employees are needed) and shall be subject to all other language found in Article 19 and Article 16.
15. Paraprofessionals shall not be responsible for supervising students during a teacher's absence, unless mutually agreed upon, or until a qualified substitute teacher arrives.
16. On in-service days, paraprofessionals may be required to attend and will be paid their hourly rate for that in-service.
17. Normal bargaining unit work will not be performed by supervisors on a regular basis.

ARTICLE 21 - SCHOOL IMPROVEMENT PLAN

1. The provisions contained in this article shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919(919b) MSA. This includes plans developed on both the district-wide level and the building level.
2. The Master Agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board of Education.
3. Participation by the employee is voluntary.
4. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline or discharge.
5. The staff members in each building shall be responsible for selecting the representatives to the building's SIP committee(s). The chairperson of the committee will be selected by the committee.
6. If SIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.
7. The district school improvement leadership team will also:
 - A. Consider the effects of the proposed plan on district personnel; and,
 - B. Identify proposed actions which might be in conflict with the collective bargaining agreement and/or district policy.
8. Decisions of the school improvement committee(s) will be made by consensus. Consensus is not defined as a "rule of the majority." If a minority exists that cannot consent to what is proposed, discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible.
9. To better utilize the expertise and experience of employees in planning improvements in the educational program, employees and groups of employees and administrators may propose school improvement plans. The instrument for this employee input should be the district-wide or building level school improvement committee.

NEW LANGUAGE-NCLB

SELF IMPROVEMENT

- A. Any Bargaining Unit Member Teaching Assistant who takes the appropriate testing to become “highly qualified” as provided for under the Elementary and Secondary Education Act (ESEA), shall have his/her fees reimbursed by the board upon presentation of receipts that such costs have been incurred. Further, such assistants shall be granted paid released time to take such tests upon requests.
- B. The District will offer Workkeys as the academic assessment for all paraprofessionals. The local assessment will fulfill the requirements of the Elementary and Secondary Education Act (ESCA) (20 USC 6319 (c))
- C. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the ESEA, then s/he shall be considered by the district as meeting the requirements, upon documentation filed in his/her personnel file.
- D. For current paraprofessionals electing to meet the requirements of the ESEA through an academic assessment, training as approved by the superintendent shall be provided and paid by the district at the employee’s regular hourly rate. Test charges as described above are defined as the first such test taken in each subject area needed and the next such test taken and passed if not passed the first time.
- E. An employee who is subject to the requirements of the ESEA who is unable to meet the requirements by the deadline of January 8, 2006 as established by law shall be laid off by the district with recall rights as established under Section 16.4 hereunder.
- F. In the event of a change in the NCLB law, this article will change accordingly.

ARTICLE 22 - DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until the 30th day of June 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives

BOARD OF EDUCATION
LAKEVIEW COMMUNITY SCHOOLS

By: _____
(Board President)

and by: _____
(Board Secretary)

LAKEVIEW EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, an
affiliate of the Michigan Education
Association and the National
Education Association.

By: _____
(LESPA President)

and by: _____
(LESPA Secretary)

APPENDIX A – 2005-2007 SALARY COMPENSATION

2005-2006 2.00% Fully paid health insurance
 2006-2007 2.00% Fully paid health insurance

COOK **/PARAPROFESSIONAL

STEP	2004/2005	2005/2006	2006/2007
1	\$9.27	\$9.46	\$9.64
2	\$9.56	\$9.75	\$9.95
3	\$9.93	\$10.13	\$10.33
4	\$10.42	\$10.63	\$10.84
5	\$10.95	\$11.17	\$11.39
6	\$11.53	\$11.76	\$12.00

KITCHEN AIDES

STEP	2004/2005	2005/2006	2006/2007
1	\$8.92	\$9.10	\$9.28
2	\$9.18	\$9.36	\$9.55
3	\$9.55	\$9.74	\$9.94
4	\$10.05	\$10.25	\$10.46
5	\$10.61	\$10.82	\$11.04
6	\$11.13	\$11.35	\$11.58

** all head cook gets extra \$0.10 per hour per contract

CLERICAL

STEP	2004/2005	2005/2006	2006/2007
1	\$11.34	\$11.57	\$11.80
2	\$12.15	\$12.39	\$12.64
3	\$12.63	\$12.88	\$13.14
4	\$13.33	\$13.60	\$13.87
5	\$13.87	\$14.15	\$14.43
6	\$14.42	\$14.71	\$15.00

CUSTODIAN

STEP	2004/2005	2005/2006	2006/2007
1	\$11.34	\$11.58	\$11.81
2	\$12.15	\$12.40	\$12.65
3	\$12.63	\$12.89	\$13.15
4	\$13.33	\$13.61	\$13.88
5	\$13.87	\$14.16	\$14.44
6	\$14.41	\$14.71	\$15.00

MAINTENANCE

STEP	2004/2005	2005/2006	2006/2007
1	\$13.44	\$13.71	\$13.98
2	\$14.27	\$14.56	\$14.85
3	\$15.20	\$15.50	\$15.81
4	\$16.05	\$16.37	\$16.70
5	\$16.73	\$17.06	\$17.41
6	\$17.46	\$17.81	\$18.17

ELECTRICIAN

STEP	2004/2005	2005/2006	2006/2007
1	\$14.82	\$15.12	\$15.42
2	\$16.06	\$16.38	\$16.71
3	\$17.44	\$17.79	\$18.14
4	\$18.92	\$19.30	\$19.68
5	\$20.52	\$20.93	\$21.35
6	\$22.26	\$22.71	\$23.16

BUS DRIVER

STEP	2004/2005	2005/2006	2006/2007
1	\$39.41	\$40.20	\$41.00
2	\$40.63	\$41.44	\$42.27
3	\$42.23	\$43.07	\$43.94
4	\$43.46	\$44.33	\$45.22
5	\$45.09	\$45.99	\$46.91
6	\$46.32	\$47.25	\$48.19

SHUTTLE \$22.72 \$23.17 \$23.64

bus runs will be bid, based on seniority, one-time-only in August 2000

*Bus Salaries for 2004/05 have been converted to a per diem rate.

** As of 2005-2006 bus salaries and the five (5) paid holidays will be paid on a per diem rate.

*** The Shuttle Run will be eliminated after the two (2) grandfathered staff have left employment.

1. Employees qualify for longevity pay after twelve consecutive years with Lakeview Community Schools. Layoff periods shall not be counted as a break in consecutive service. At the start of their thirteenth year, qualified employees will be granted a \$.20 (twenty cents) per hour increase. Qualified bus drivers will receive \$100.00 (one hundred dollars) per year after the twelfth (12th) year.
2. Elementary library paraprofessionals and Middle School library paraprofessionals will receive an additional 10 cents per hour. Current library elementary and library paraprofessionals (3) would be grandparented.
3. All Head cooks will receive an additional 10 cents per hour.
4. Bus Drivers: Substitute pay: \$15.00 per run. Extra trips and training: \$10.00 per hour. The Board will reimburse upon presentation of a receipt for meals and lodging when an extra trip covers respective breakfast, lunch, and/or dinner periods and where lodging is required for overnight trips. The receipt must be date stamped the day of the event. In the case of receipt for "brown bagging", the receipt must be date stamped within three days of the event and the meal items circled.

With Receipt
 \$5.00 breakfast
 \$6.00 lunch
 \$7.00 dinner

In order to qualify for meal reimbursement, an extra trip must be scheduled for at least four (4) hours. Breakfast will be reimbursed if driving on an extra trip between 5:00 AM and 7:00 AM. Lunch will be reimbursed if driving on an extra trip between 11:00 AM and 1:00 PM. Dinner will be reimbursed if driving on an extra trip between 5:00 PM and 7:00 PM.

5. Drivers are required to fuel their own buses. Reimbursement will be at the rate of \$160.00 per year paid twice a year (paid the last pay check of each semester). The Transportation Supervisor and/or Director of Operations will make the final determination on reimbursements.
6. All full time support staff will be eligible for a \$100.00 bonus at the end of the school year for no absences during the year, and a \$50.00 bonus for just one absence. Any part of a day will be counted as one absence. Part time support staff will be rewarded at one-half of the above listed amounts. Full time is defined as those eligible for full benefits. Absences which are deemed school related business will not count against this incentive. The Transportation Supervisor and/or the Director of Operations will make this determination.
7. The position of Bookkeeper in the Central Office will be a non-bargaining unit position as of July 1, 1997.
8. Definition of Shuttle Run: Any bus run which transports students from Lakeview Community Schools to another K-12 school district, Career Center or College to participate in coordinated programs. These runs will not have any student/home pickup or drop-offs during the run. To be considered a shuttle run, these runs must be scheduled for an entire year.
9. Career Center and Adult Education runs: During the current contract, drivers of these runs will be paid as they have been paid in the past (with appropriate increases). If any of these drivers resign and/or retire, the run will be paid the regular run rate.
10. During the current contract, Trufant drivers will continue to be paid in the shuttle run rate. If any of these drivers resign and/or retire the run will be paid the regular run rate.

APPENDIX B – SCHOOL CALENDAR

2005-2006 School Calendar - Lakeview Community Schools

PLEASE NOTE: One "No School for Students/ Teacher Professional Day" to be determined

		Student Days	Teacher Days
<u>AUGUST</u>			
Wednesday 24	Teacher Professional Development - 7 hours	3	6
Thursday 25	Teacher Professional Development - 7 hours (1/2 work day)		
Friday 26	Teacher Professional Development – 7 hours		
Monday 29	Students first day (full day)		
Tuesday 30	MACC Student’s First Day		
<u>SEPTEMBER</u>			
Friday 2	No School - Labor Day Weekend	20	20
Monday 5	No School - Labor Day Weekend		
<u>OCTOBER</u>			
Monday 17	No School (for students) High School Parent Teacher Conferences Elementary/Middle School Professional Development	19	21
<u>NOVEMBER</u>			
Thursday 10	Elementary and Middle School Conferences 4-6 PM and 7-9 PM	18	19
Friday 11	No School (for students) - Elementary and Middle School Conferences, High School - Teacher Professional Development – 7 hours		
Tuesday 15	No School - Fall Break		
Thursday 24	No School - Thanksgiving Break		
Friday 25	No School - Thanksgiving Break		
<u>DECEMBER</u>			
Monday 19	No School-Holiday Break begins	12	12
<u>JANUARY</u>			
Tuesday 3	School Resumes	20	21
Monday 23	No School (for students) - High School Parent Teacher Conferences 8:00 AM – Noon and 1-3 PM Elementary/ Middle School Professional Development		
<u>FEBRUARY</u>			
Monday 20	No School (for students) - County-wide Professional Development – 7 hours	19	20
<u>MARCH</u>			
Friday 17	No School (for students) – County-wide Professional Development – 7 hours	22	23
<u>APRIL</u>			
Monday 3	No School - Spring Break Begins	13	14
Monday 10	School Resumes		
Friday 14	No School Good Friday		
Thursday 20	Evening District-wide Conferences 4-6 & 7-9 PM		
Friday 21	No School (for Students) District-wide Conferences 8:00 AM – Noon and 1-3 PM		
<u>MAY</u>			
Monday 29	No School - Memorial Day	22	22
<u>JUNE</u>			
Friday 2	Students' Last Day	2	3
Monday 5	Teachers' Last Day - 1/2 day Records Day 8:30 AM – Noon	170	181

APPENDIX C

Lakeview Community Schools

GRIEVANCE PROCEDURE SCHEMATIC

Step 1: An Event Occurs

Grievance Filed	Within 10 School Days
Meeting with Principal	Within 5 School Days
Principal's Decision Filed	Within 5 School Days

Step 2: Decision Lodged with

Superintendent or Association	Within 5 School Days
Meeting to Resolve, with Superintendent	Within 5 School Days

Step 3: Written Appeal for Arbitration

	Within 10 School Days
Arbitrator's Conference	Promptly
Arbitrator's Hearings	Promptly
Arbitrator's Decision	Not later than 30 days after close of Hearing

STEP 2

1. Date Received by Superintendent or Designee _____

2. Disposition of Superintendent or Designee _____

Signature Date

3. Position of Grievant and/or Association _____

Signature Date

STEP 3

1. Date Submitted to Arbitration _____

2. Disposition & Award of Arbitration _____

Signature Date

APPENDIX E

Non-Discrimination Policy

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990
SECTION 504 OF THE REHABILITATION ACT OF 1973
AGE DISCRIMINATION ACT OF 1975**

Section I

Any person believing that the Lakeview Public School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Civil Rights Act of 1964, (2) Title IX of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973, (4) Title II of the Americans with Disability Act of 1990, and (5) Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:

Superintendent or designee
Lakeview Community Schools
123 Fifth Street Lakeview, MI 48850

Section II

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may initiate formal procedures according to the following steps.

- Step 1 A written statement of the grievance signed by the complainant shall be submitted to the Local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.
- Step 2 A complainant wishing to appeal the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.
- Step 3 If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.
- Step 4 If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights. Department of Education, Washington, D.C. 20202.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.