

6/30/92

AGREEMENT
between
THE BOARD OF EDUCATION
of the
SCHOOL DISTRICT OF THE
CITY OF EAST LANSING
and
THE EAST LANSING
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION (MESPA)

JULY 1, 1989 TO JUNE 30, 1992

East Lansing Public Schools

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the tools used for data collection.

3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

4. The fourth part of the document discusses the implications of the study and provides recommendations for future research. It highlights the need for further investigation into the effectiveness of the different methods and techniques used.

Article I: Recognition

- A. This Agreement is entered into this first day of July, 1989, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan, hereinafter called the "Board," and the East Lansing Michigan Educational Support Personnel Association (MESPA), hereinafter called the "Association."
- B. The term "Employee" as used herein shall include all full-time and part-time elementary librarians (non-certified), elementary teacher aides, secondary teacher aides, and secondary library aides, excluding: elementary librarians at technical services; part-time elementary librarians and elementary teacher aides, working less than 12 hours per week; and all other employees.
- C. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for those employees included in the description of the unit in Article I, Section B, as defined in Section II of Act 379, Public Acts of 1965.
- D. The Board agrees not to negotiate with any employee organization other than the Association for the employees included in the unit as described in Article I, Section B, for the duration of this Agreement.

Article II: Negotiations Procedure and Contract Administration

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) calendar days prior to the expiration date of this Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary written mutual consent of both parties as a signed amendment to this Agreement.
- E. Representatives of the Board and the Association's bargaining committees will meet, upon the request of either party, for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- F. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

Article III: Grievance Procedure

A. Intent

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the right of any Association member with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

B. Definition

A grievance is defined as a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement as claimed by an employee. It is expressly understood that a claim must include the Article(s) or Section(s) violated and there must be a relationship between the "statement of grievance" and the section being violated in order to be a proper grievance.

C. General

1. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and non-session school days.
2. Time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement. Should either party to this Agreement fail to meet the time limits as expressed herein, the grievance shall be considered settled on the basis of the other party's last position.
3. 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 the Agreement. The Association shall be given the opportunity to be present at such adjustment and mutual agreement shall be established prior to any said adjustment being transmitted to the grievant.
4. There shall be no reprisals of any kind against any employee involved in the grievance procedure.

5. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
6. All documents, communications and records relating to the grievance process shall be maintained separate and apart from the personnel file of the participant(s).
7. Reasonable arrangements may be made when the Association chairperson or designee is required by the Board or the Administration to participate in any grievance procedure and the member shall not incur loss of salary when same has been mutually scheduled by both parties.
8. The Association Grievance Chairperson may initiate a grievance directly at Level Three when either of the following conditions apply:
 - a. A grievance involves a group of employees in more than one building or an issue 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.

When such grievances are initiated at Level Three, the normal grievance procedure shall be followed as set forth in this Article.

9. A bargaining unit member shall have the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the affected bargaining unit member on any issue in the proceedings in question. Confidential letters of reference secured from outside sources shall be excluded from inspection.
10. A bargaining unit member may be represented at any step of the grievance procedure.
11. The grievance form is attached to this Agreement as Appendix B.

D. Procedure

Level One

1. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor within ten (10) working days of his/her knowledge of the event or occurrence which is the basis for the complaint.
2. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

Level Two

1. If the Level One decision is not satisfactory, the oral grievance shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the building principal and the Association within seven (7) working days of the receipt of the Level One answer.
2. The building principal shall hold a meeting with the grievant and/or the grievant's Association Representative within seven (7) working days of the receipt of the grievance.
3. The building principal shall render a written decision to the grievant within five (5) working days of said meeting.

Level Three

1. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or the Superintendent's designee within five (5) working days of receipt of the grievance.
2. The Superintendent or the Superintendent's designee shall hold a meeting with the grievant and/or the grievant's Association Representative at a time mutually agreeable to them, but within (7) working days of receipt of the grievance.
3. The Superintendent or the Superintendent's designee shall render a written decision to the grievant within ten (10) working days of the meeting.

Level Four

1. If the Level Three decision is not satisfactory, the grievance shall be presented to the Board of Education within seven (7) working days of receipt of the Level Three answer.
2. A committee of the Board of Education shall convene a hearing with the grievant and/or the Association Representative within ten (10) days or at a time mutually agreeable to both parties.
3. The committee of the Board shall receive testimony from both the grievant and the administration.
4. The Board of Education shall give its decision in writing relative to the grievance within seven (7) working days following the Board of Education's regularly scheduled monthly public session.

Level Five

1. If the Association is not satisfied with the Level Four disposition of the grievance by the Board, the grievance may, at the option of the Association, be submitted to arbitration. However, the grievance must be submitted within twenty (20) working days from the date of receipt of the answer given by the Board of Education.
2. If the parties cannot agree as to the Arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the hearing.
3. The Arbitrator's decision shall be final and binding on both parties to this Agreement.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to five (5) working days before the arbitration hearing.
5. The fees and expenses of the Arbitrator shall be shared equally by the Association and Board.
6. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing unless otherwise mutually agreed upon between the parties to this Agreement.
7. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereto, or to specify the terms of a new Agreement, or to substitute the Arbitrator's discretion for that of the parties hereto.
8. The Arbitrator, the Association or the Board may call any relevant person as a witness in any arbitration hearing.
9. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly employed unit members may be released from normal responsibilities.

Article IV: Board Rights

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States excepting where expressly limited by the provisions of this Agreement.

The Board retains the right, by way of illustration and not by way of limitation, to continue its rights, policies and practices of assignment and direction of its personnel; to determine the number and scheduling of all the foregoing; to establish, modify, or change school hours or days; to adopt reasonable rules and regulations; to determine the qualifications of employees; to hire, promote, discipline or transfer employees; assign work or duties to employees; determine the size of the work force and to lay off employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its rights, acts through its administrative staff.

- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

Article V: Association Rights

- A. The Association shall have the use of school building facilities for meetings at reasonable times when such facilities are not otherwise in use after regular school hours and shall have the use of equipment normally available for employee use at all reasonable times and without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care for Association business upon competent proof that the Association or one of its members intentionally caused any damage to said equipment.
- B. Three (3) days of released time, with pay, will be granted by the Superintendent to the President of the Association or the President's designee to carry out Association business. The Association will reimburse the Board for normal substitute costs.
- C. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals.
- D. Duly authorized representatives of the Association shall be permitted to transact Association business on school property provided that this shall not interfere with normal school operation and/or conflict with normal employee work assignments.
- E. The parties agree to abide by Public Act 379 and all other laws, statutes and the constitutions of the United States and the State of Michigan.

- F. Only persons covered by the terms of this Agreement shall perform bargaining unit work except for instructional training, the training of students attending the East Lansing Public Schools, volunteer student aides from within the East Lansing Public Schools or in the case of an emergency. An emergency is defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- G. The Board agrees not to discriminate against or between bargaining unit members because of race, creed, religion, color, national origin, age, sex, marital status, or physical characteristics.

Article VI

Agency Shop and Payroll Deductions

- A. Any person who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Association, the amount of which shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct such dues in twenty (20) consecutive pay periods commencing with the second pay period in September of each year. Such sums deducted as dues or as a Representation Benefit Fee, subject to Subparagraph B hereof, shall be remitted not less frequently than monthly to the Michigan Education Support Personnel Association, accompanied by a list of persons from whom the deductions have been made.
- B. 1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the Association's administrative procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained in paragraph 3 and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event that the Board is prohibited by legal decision from deducting the service fee from a bargaining unit member who does not authorize the deduction of the Representation Benefit Fee, the Board, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in paragraph 3a. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.

2. The Association has established a "Policy Regarding Objections to Political Ideological Expenditures." That policy (a copy of which shall be provided each non-union bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto apply only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
3. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
 - a. In the event, as provided in subsection 1, above, the Association wishes to request the Board to terminate the employment of a bargaining unit member for violating this Article, the

Association shall first notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

- b. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she has failed to pay the service fee.
4. Due to certain 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. Consequently, the parties agree that the procedures in the 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. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- C. The Association shall provide to the payroll department authorization cards, or proof of authorization for payroll deduction, pursuant to paragraphs A and B, above. Until a card, or proof of an employee's card, is on file with payroll, no deductions for dues or fees shall be made, except as provided in Section B.3., above. Upon receipt of authorization cards, or proof thereof, deductions for dues or Representation Benefit Fees shall be made until the employee's annual obligation is paid in full or revoked in writing, a copy of which shall be sent to the Association by the employee.
 - D. Requests for payroll deductions or reductions shall be in writing. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the tax code relating to tax-sheltered annuity limitations.
 - E. Effective July 1, 1989, the Board agrees to deduct twice each month premiums for tax-deferred annuities which are paid solely by the employee and to remit such premiums to the designated insurance company within one week following the deduction, subject to the following conditions:
 1. If the TDA vendor chosen by the employee is not on the District's list of TDA vendors, it will be added to the list when a minimum of five (5) employees elect to establish a TDA relationship with that vendor. In no case shall the number of TDA vendors exceed forty-one (41). Each employee shall be limited to one (1) TDA vendor.

2. Should a vendor fall into disuse, that vendor shall be removed from the list of vendors which are available for payroll deduction under this Article except as the provisions of subsection 1 may apply.
 3. Any failure by the vendor promptly to credit premiums transmitted according to the provisions of Section E. shall be pursued by the employee directly with the vendor.
- F. The Board agrees to make deductions for the United Way, commencing with the first pay period in January and continuing through the last pay in June, provided that the amount of the contribution to the United Way is \$10.00 or more.

Article VII: Probationary Employees

- A. All new employees hired by the Board shall be considered to be on probation for a period of sixty (60) working days with a minimum of forty (40) days while school is in regular session. Probationary employees who are absent during the sixty (60) working days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed the probationary period until these additional days have been worked. During such period, the employee is not covered by this Agreement and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. At the end of the probationary period, the employee shall be considered a regular school employee unless otherwise notified. The immediate supervisor and/or principal shall file at least one (1) evaluation of a new employee during the probationary period.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the date of hire.
- C. Probationary employees electing either 21 or 26 pay option at the beginning of employment shall remain on the elected plan until the completion of the school year.

Article VIII: Seniority, Layoff and Recall

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Seniority shall begin on the employee's first working day and shall accrue within classification(s). Should more than one unit member have the same starting date of work, relative rankings on the seniority list shall be determined by a drawing.
1. Part-time employees shall accrue seniority on a pro rata basis. Probationary employees shall have no seniority until the completion of the probationary period, at which time seniority shall be credited from the first day of work.

2. Seniority is computed each year by multiplying the percentage of the contract by the fraction of the year worked (rounded). A year shall be defined as 180 days. Seniority accumulates yearly.
3. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted in all buildings of the District within thirty (30) calendar days after the effective date of this Agreement, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
4. Days worked in non-bargaining unit classifications shall not be used for seniority purposes or for establishing a date of hire.
5. Seniority shall be lost by an employee upon termination, resignation or retirement from a position within the bargaining unit.
6. Only members of the bargaining unit shall accrue seniority within the unit.
7. Transfer to a non-bargaining unit position shall not constitute an interruption in service with the District. A unit member who transfers to a non-bargaining unit position shall retain bargaining unit seniority, but shall not accrue additional seniority within the unit until or unless he/she returns to a bargaining unit position.

B. In the event it becomes necessary to reduce the number of bargaining unit members employed by the Board of Education, the process governing such reduction shall be as follows:

1. No employee shall be laid off pursuant to a necessary reduction in the work force unless he/she shall have been notified of said layoff at least sixty (60) calendar days prior to the effective date of layoff.
2. In the event of a necessary reduction in the work force, the Board shall first lay off probationary employees, then least senior employees except in cases where senior employees do not qualify for the position. Qualifications shall be as defined in Article XVII of this Agreement. In no case shall a new employee be hired by the Board while there are laid off employees of the District who are qualified for a vacant or newly created position.
3. Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff shall have the right to displace the least senior employee in a position for which they are qualified.

4. In the event of a reduction of the work hours, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace and meets the qualifications of Article XVII of this Agreement. In no case shall a reduction in any employee's hours take effect until the Board provides ten (10) working days' written notice to the affected employee(s).
- C. Employees shall be recalled in inverse order of their District seniority to any position for which they are qualified.
1. Notice of recall shall be sent by registered or certified mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified of his/her current address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturday and Sunday, to report for work. The Board may fill the position on a temporary basis until the recalled employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit seniority rights.
 2. Employees on layoff shall retain seniority for the purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.
 3. Accumulated seniority and sick leave will be retained for those re-employed within two (2) years following layoff.

Article IX: Vacancies/Transfers

- A. For purposes of this Agreement, a vacancy shall be defined as a Board authorized position which is unfilled.
- B. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly created position shall be publicized by giving written notice to the Association President, and the Personnel Office will provide an appropriate posting in every school building.
1. No vacancy shall be filled on a permanent basis until ten (10) working days after such notice has been given.
 2. During the summer months when school is not in session, all vacancies shall be posted in the Central Administration Office as

above described for at least ten (10) working days prior to being filled.

- C. Any bargaining unit member may apply for a vacancy or new position by submitting an application to the Central Administration Office.
 - 1. Said positions shall be filled on the basis of seniority and qualifications as defined in Article XVII.
 - 2. When qualifications are substantially equal, the applicant with the greatest seniority shall be awarded the vacancy.
- D. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant from other classifications.
- E. Within ten (10) working days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association President.
- F. If a vacancy is to be filled by an employee on layoff status, Section B of this Article shall not apply.
- G. Requests for transfer may be made at any time and shall be submitted to the Personnel Office in writing with a copy to the Association President.
 - 1. The request shall set forth the unit member's qualifications and the position sought.
 - 2. Such requests shall be reviewed at the time a vacancy occurs.
 - 3. Preference in filling a vacancy shall be given to the bargaining unit member with a request for transfer on file with the Director of Personnel. Should more than one (1) request be on file for the same position, the most senior unit member shall be awarded the vacancy, provided the unit member is qualified for said vacancy.
- H. The Board recognizes that the involuntary transfer of employees should be kept to a minimum and agrees that, if the employee requests, its representative will meet with the employee to explain the reasons for the transfer. The Association recognizes that teacher aides who are assigned to classrooms may be transferred due to overload changes and that this provision shall not apply.

Article X: Employee Rights and Protection

- A. Any reasonable complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record.
- B. Upon request, an employee shall be entitled to have a representative of the Association present when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- C. The Board recognizes the concept of progressive discipline and, in compliance therewith, agrees that no employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such reprimand, discipline or reduction in rank or compensation shall be done in privacy.
- D. Employees shall have the right upon request, twice a year, to review the contents of their own personnel file. 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 in the presence of the Director of Personnel or his/her designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
- E. Employees believing that material contained in their personnel files is false or incorrect may, at their option, file a grievance through the grievance procedure to have said material corrected or expunged from their file.
- F. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of such warning or reprimand shall be removed from the personnel file at the written request of the employee. Said warning or reprimand shall not thereafter be used in a future disciplinary action against the employee.
- G. When, in the employee's opinion, misleading or inaccurate documentation is to be inserted into the employee's personnel file, he/she shall have the option to submit a written notation which specifically identifies the statements believed to be inaccurate or misleading and which provides the employee's version with regard to said statements. Such notation shall be submitted within seven (7) calendar days of receipt of said documentation and shall be attached to same.
- H. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall be interpreted to mean that the employee has reviewed the materials in question.
- I. The Board agrees, promptly upon the discharge, suspension, or demotion

of an employee, to notify the Association President in the District and the employee of the discharge, suspension, or demotion in writing.

- J. Grievances involving an appeal of discharge, suspension, or demotion shall be initiated directly to Level Three within seven (7) working days of receipt of the written notice provided above.

Article XI: Leaves

A. Paid Leaves

1. Sick Leave

Each employee covered by this Agreement shall accumulate one (1) sick leave day, for each month or major portion of each month worked, in an individual sick leave bank with a maximum accumulation of 120 days. Ten (10) days of sick leave shall be credited upon assuming regular employee status or at the beginning of the fiscal year, as appropriate. Probationary employees accumulate sick leave but shall not be granted unearned sick leave days until they have completed their probationary periods. Should an employee leave the unit prior to earning the credited days used, sick pay for those days shall be returned to the Board. Sick leave days shall be granted for the following reasons:

- a. When the employee is incapacitated from the performance of the employee's duties due to illness, pregnancy or disability.
- b. Illness in the immediate family ("immediate family" shall include the employee's mother and father, father-in-law and mother-in-law, spouse and children, legal guardian or ward, grandchildren and brother and sister) for a maximum of five (5) working days per school year.
- c. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor before the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- d. To insure against abuse of sick leave, the Board may request a doctor's verification of illness or disability.
- e. Time necessary to fulfill dental, as well as medical, appointments when such appointments cannot be made at any other time, subject to the approval of the administration.

2. Jury Service

An employee called for jury duty during work hours shall be paid the employee's full salary. These days are not chargeable against the sick-leave bank. The employee shall reimburse the District the amount of compensation less court reimbursed expenses received for jury duty within ten (10) days of receipt of same.

3. Court Appearances

Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in connection with an employee's employment or whenever the employee is subpoenaed to attend any court proceedings related to his/her employment or the school. If the employee receives court pay, the employee shall reimburse the District the amount of compensation less court reimbursement expenses received from said court or agency within ten (10) days of receipt of same.

4. Personal Business

Each employee covered by this Agreement shall be granted two (2) personal business days per year for the purpose of attending to, or caring for, personal business which by its nature cannot be scheduled outside of the regular workday. Personal business days shall not be used to extend a holiday, or to extend a period when the school is not in session, nor shall personal business days be granted for the purpose of other employment, child care or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (1/2) day increments. The use of the personal business days shall be arranged with the employee's immediate supervisor prior to the use of such days by the submission of written application with as much advance notice as possible. Any unused personal business leave shall be added to the unit member's accumulated sick leave each year.

5. Bereavement Leave

- a. Any employee may use a maximum of five (5) days per year for each death in the employee's immediate family as defined in this Article, Section A.1.(a)(2). These days, when taken, will not be deducted from sick leave.
- b. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

- c. Notification to the immediate supervisor of leave for a funeral or a death is expected as soon as practical.

B. Unpaid Leaves

- 1. The following leaves of absence, without pay or benefits, shall be granted by the Board upon written request of the employee for a period not to exceed one (1) year. Upon request of the employee, the leave may be extended for an additional year at the discretion of the Board:

- a. A prolonged illness or disability of the employee or in the employee's family.

- b. Child Care

- (1) If the employee does not elect a maternity leave, then the employee may select a child-care leave up to a maximum of one (1) year or to the end of the school year, whichever comes first. If the employee desires to return after one (1) year or at the beginning of the next school year, whichever comes first, the employee must inform the Board, in writing, fifteen (15) calendar days prior to the end of the leave and the employee will be given the opportunity to return to the first open position in the employee's classification.

- (2) An employee returning from a maternity or child-care leave will be required to furnish a medical statement to the Board from the employee's physician indicating that she is physically able to return to work. An employee shall return to work on the day specified by her physician, except when it is mutually agreed by the employee and the Board to return at a later date.

- c. Adoption Leave

A member of the bargaining unit adopting a child shall receive maternity leave or child-care leave under the same terms and conditions as provided herein which shall commence upon the entry of an order of the Probate Court awarding custody to the adopting parents.

- d. Maternity Leave

- (1) When an employee is required to interrupt her employment upon the advice of her physician, due to pregnancy, upon her request the employee shall

immediately be granted a maternity leave. An employee on maternity leave shall retain but not accumulate her seniority while on a leave of absence.

- (2) The employee may use any or all of her sick leave to recover from disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
- (3) In the event that an employee would require more than three (3) months' maternity leave, but less than six (6) months, the employee shall request, in writing, an extension of her leave two (2) weeks prior to the conclusion of the first three (3) months. The leave then will be extended to a maximum of six (6) months with that employee having the right to resume her regular seniority status and all job and recall rights.

e. Other Leaves

Other leaves of absence may be granted by the Board upon written request of the employee. Denial of said leaves shall be subject to the grievance procedure up through but not beyond Level Four of the procedure.

2. Conditions

Unless otherwise indicated, the following conditions shall apply for leaves:

- a. Requests for leaves shall be in writing.
- b. All leaves shall be limited to one (1) year or less, unless otherwise specified.
- c. Salary increments shall not accrue while on an unpaid leave of absence.
- d. Sick leave days shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
- e. All fringe benefits paid by the Board will cease at the commencement of an unpaid leave.
- f. In order to facilitate planning an efficient operation of the schools, employees on leave shall notify the Board, in writing, at least fifteen (15) working days prior to the end of the leave, if their intent is to return to work. Failure to notify shall be

deemed conclusive of resignation.

- g. In the event of the death of the object person of the leave, the leave shall be terminated fifteen (15) working days after receipt of the employee's request.

Article XII: Holidays

- A. Employees shall have the following days off with pay:

- Labor Day (provided the employee is scheduled to work prior to Labor Day)
- Thanksgiving Day and the day after
- Day before Christmas
- Christmas Day
- New Year's Day
- Memorial Day
- National Presidents' Day
- Good Friday

- B. In order to receive holiday pay the employee shall work the last scheduled workday preceding the holiday and the first work day following the holiday unless specified otherwise or unless the absence is excused in writing by the Superintendent or his designee.
- C. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid full holiday pay for that day.
- D. Holiday pay shall be determined by multiplying an employee's regular straight time hourly rate times the number of hours he/she is regularly scheduled to work each week divided by five.

Article XIII: Compensation

- A. Salaries of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

Up to three (3) years of credit may be granted on the appropriate salary schedule for experience acquired outside of the District, except that the Board may, at its discretion, grant additional credit to Bilingual Aides.

- B. Bargaining unit members shall have the option of receiving salary in twenty-one (21) or twenty-six (26) installments. Those who elect to receive salary in twenty-six (26) installments may also elect to receive the balance of annual salary on the first pay date following the last work day by submitting a written request to the payroll office by September 15 in any year.

- C. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned, provided that such overtime has been authorized. Any time worked beyond the hours the employee is regularly scheduled to work, as authorized by the building supervisor, shall be paid according to the employee's hourly rate of pay. All unscheduled work hours shall be arranged in advance by mutual agreement of the employee and the supervisor.
- D. Time and one-half (1-1/2) will be paid for all hours worked on Saturday and Sunday. Double time will be paid for all holidays worked.
- E. If the employee and the supervisor mutually agree, time off with pay shall be granted in lieu of overtime pay.
- F. Any bargaining unit member who is assigned temporarily to the duties of another unit member in another classification which earns a lower rate of pay shall receive his/her regular rate of pay for the period he/she assumes such assignment.
- G. Any bargaining unit member who is assigned temporarily to the duties of another unit member in another classification which earns a higher rate of pay shall receive the rate of pay at the first step which is greater than his/her current rate of pay. If the employee continues substituting in the same position for five (5) consecutive days, he/she shall receive the pay of the higher classification on the sixth day for the duration of the temporary assignment and retroactive to the first day of said assignment.
- H. The Board shall pay the 5% contribution to the Michigan Public School Employees' Retirement Fund. MIP elections will be paid by the employee.
- I. An employee who separates from the employment of the Board of Education for retirement purposes after ten (10) years of service with East Lansing Public Schools, in accordance with the provisions of the State Retirement Act, shall receive a lump sum payment not to exceed three thousand nine hundred dollars (\$3,900.00) computed by multiplying the employee's last daily rate by sixty percent (60%) of the employee's sick leave days.

In the event of the death of an employee, the benefits said employee would be entitled to under this Article shall be payable to said employee's estate, heirs, or designated beneficiary. Unless the Board is advised on or before December 1 of the current year as to a designated beneficiary, the proceeds shall be payable to the estate of the deceased employee.

- J. Whenever an employee has left the Board's premises and is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours

worked at the appropriate rate of pay or a minimum of two (2) hours' pay at the employee's straight time hourly rate, whichever is greater.

- K. Any employees who are requested to attend a staff meeting shall receive compensation at their hourly classification rate.
- L. Any employee voluntarily attending a course, workshop, or training session relating to his/her present classification may have fees, tuition, supplies, etc., reimbursed by the Board, provided that the request for reimbursement has prior written approval of the Director of Instruction.
- M. When the Association believes that a position is improperly classified and informs the Board, in writing, of its rationale, then the Board agrees to meet with the Association to discuss the classification and to implement any changes agreed to by the parties.

Article XIV: Evaluation Procedure

- A. An evaluation of the work of employees shall be in writing and in accordance with the following:
 - 1. At least once in a two (2) year period, school principals, or other administrators, shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statements of the employee's performance as indicated on the evaluation form provided in Appendix C. If a teacher aide is directly assigned to classrooms, the classroom teacher may be requested, by the principal, to contribute to the evaluation. However, the responsibility for the content of an evaluation lies solely with the administration.
 - 2. All evaluations shall be discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signatures of the principal, the employee, and the supervisory persons who evaluated the work of the employee. Employees are required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it within five (5) days after it is reduced to writing. An employee's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the employee is familiar with it.
 - 3. After consultation with the principal, or designee, or other supervisory persons who have been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator will have the right to revise, modify, or otherwise

change the written evaluation prior to affixing any signatures and prior to transmitting same to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signatures of both the employee and the person(s) preparing the evaluation.

4. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.

Article XV: Working Conditions

A. Hours

1. The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday, inclusive.
2. Employees shall be provided at least seven (7) calendar days' notice of any change in the normal starting and/or quitting time.
3. The Board retains the right to schedule work for less than eight (8) hours per day or forty (40) hours per week.
4. All employees shall be allowed a rest period away from their assignment for each three and one-half (3-1/2) consecutive hours of work, not to exceed fifteen (15) minutes each time. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.
5. Employees working overtime shall receive an additional fifteen (15) minutes of relief for every three (3) hours worked.
6. Employees shall be allowed to leave the building and school premises during the lunch period provided the principal is notified.

- B. The yearly work calendar shall be the same as the teachers' contractual year or, if longer, the normal academic year of the program to which the employee is assigned. In addition, the work year may be extended by the Superintendent or a designee. If the work year is extended more than five (5) working days and the assignment does not require continuing the same person, the Superintendent or designee will assign employees who have applied in writing for additional work time, provided they meet the specific qualifications for the assignment.

- C. Whenever schools are closed due to severe weather or other emergencies, all employees are expected to report for work as usual. When the employee is unable to report for work without risking injury or being subjected to unusual-unreasonable stress, the employee shall then be paid the normal day's pay even though no work is performed. If all schools are dismissed,

after employees have reported for work, because of severe weather or other emergencies and if the supervisor's work is terminated for that day because of those conditions, the employee's work shall terminate for that day concurrent with the supervisor's and the employee shall be paid the normal pay even though fewer hours have been worked.

- D. During the last month of school, employees will receive written notice of employment for the coming year from the Director of Personnel. Such notice shall include the building to which the employee is tentatively assigned as well as the normal starting and quitting times.
- E. The Board shall pay for any health or medical examinations that are a condition of employment. The examinations are to be taken on the employee's own time. The examinations shall be conducted by a physician of the employee's choice.
- F. Each employee will be covered by the applicable Worker's Compensation Laws and the Board further agrees to pay the injured employee the difference between his/her regular weekly income based on forty (40) hours or on the employee's normal work week if less than forty (40) hours, and the amount to which he/she is entitled under provisions of the Worker's Compensation Law for a period of up to one (1) year. Beyond one (1) year, such payments will be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.
- G. The Board and the Association agree to establish a Classification Review Committee. The charge of the committee will be to review the responsibilities of the various job titles within the teacher aide and secondary library aide classifications. The committee will be charged with, but not limited to, giving special attention to the examination of the actual responsibilities of the ESL, RHT, Chapter I, and Special Education Aides positions with a view toward a change in their placement in an existing classification or toward placement in a newly created classification.

The committee will consist of two (2) administrators and three (3) members of the bargaining unit. The committee will begin to meet within sixty (60) days of the ratification of this contract. The recommendation of this committee shall be placed before both the Board and the Association for approval with the intent that the recommendations be incorporated into the Master Agreement following the expiration of the current contract.

- H. The parties agree to establish a Job Descriptions Review Committee consisting of two (2) administrators and three (3) members of the bargaining unit. This committee will meet within sixty (60) days of the ratification of this contract and report their findings to the Board and the Association within ninety (90) days of ratification.

- I. The Board agrees to provide a locked area for personal belongings.

Article XVI: Insurance

- A. The Board agrees to provide each employee working thirty (30) or more hours a week the following insurance benefits.
 1. The Board shall provide without cost to the bargaining unit member MESSA/Delta Dental Plan E (80% of Class I and 80% of Class II benefits).
 2. The Board shall provide to the employees covered by this Agreement group life insurance protection in the amount of \$10,000 for the duration of this Agreement.
 3. The Board shall provide to the employees covered by this Agreement an insured income continuation plan for disability extending beyond the employee's accumulated sick leave.
 - a. The plan shall guarantee continuation at sixty percent (60%) of the employee's income from salary and supplemental incomes averaged monthly, including benefits received from primary social security, worker's compensation or any other Board-sponsored plan.
 - b. Benefits paid may be greater than sixty percent (60%) but not more than ninety percent (90%) of the employee's income when income is available from Social Security dependents' benefits or the Michigan Public School Employees' Retirement Fund.
 - c. Benefits will continue to age sixty-five (65) for illness or up to a lifetime if the result of an accident.
 - d. The Board agrees to amend the income continuation plan, which amendment will provide, at retirement, the amount of monthly retirement income lost to the employee under the M.P.S.E.R.F. because of disability that existed during the employee's working years.
 - e. The Board shall provide a cost-of-living and family income benefit under the income continuation plan provided for in this section.
 4. The Board shall provide to full-time employees covered by this Agreement the full-family subscriber cost of Blue Cross/Blue Shield MVF-1 Master Medical, Option IV, or its equivalent. Included in referenced coverage shall be the inpatient hospital predetermination Rider PRE 100.

5. Employees who elect not to participate in the health insurance program noted above shall receive in lieu of same an amount equal to the single subscriber premium each month toward the purchase of an annuity of their choice for the life of this Agreement.
 6. The Board shall provide without cost to the bargaining unit member MESSA Vision Services Plan I (VSP-1). Effective July 1, 1991, the Board shall provide without cost to the bargaining unit member MESSA Vision Services Plan 2 (VSP-2).
 7. The Board agrees to deduct premiums for tax-sheltered annuities solely paid for by the employee and remit such premiums to the designated insurance company.
- B. Part-time employees who work seventeen and one half (17-1/2) or more hours per week may participate in the benefits described in Section A., above, whereupon the Board shall bear the cost represented by the percentage of thirty (30) hours per week worked by the employee. The remaining cost will be paid by the employee through payroll deduction.
- C. Coverage on the above benefits shall be for a full twelve (12) months; it being expressly understood that full twelve (12) months' coverage is dependent upon completion of the employee's work year.

Article XVII: Qualifications

- A. The Teacher Aides, Elementary Librarians, and Secondary Library Aides shall not be assigned, except temporarily and for good cause, to positions for which they are not qualified. Should a member of the unit be assigned to a position for which the member is not qualified, the employee will be provided with written notice of the deficiencies and will be provided the opportunity to become qualified under the provisions of the Continuing Education Article in this Agreement.
- B. The following minimum qualifications shall be required for Reading/ Instructional, Overload, Special Needs and Title I Aides:
1. Skills related to contact with pupils in classroom
 - a. Assist with classroom management
 - (1) Observe pupil behavior in order to inform teacher of pupil difficulties and assist students in following the teacher's instructions.
 - (2) Assist children in checking their assignments.

- b. Assist with classroom instruction
 - (1) Tutor individual pupils and work with small groups of children who need help in various skill areas.
 - (2) Administer standardized tests to individuals or small groups of children.
 - (3) Observe different pupil learning styles and adjust tutoring techniques to the specific situation.
 - 2. Skills related to supervision beyond the classroom
 - a. Ability to supervise the children at recess, in corridors, in lavatories and in the library.
 - b. Ability to supervise children on buses and help with field trips.
 - 3. Skills related to school routine
 - a. Ability to operate and care for AV equipment in the school; prepare tapes for teaching; organize the supplies; type and operate duplicators as needed to prepare student diagnostic reports and communicate with parents.
 - b. Ability to keep records on the status of materials and supplies.
 - c. Ability to correct pupils' work and keep records of same.
- C. The following minimum qualifications shall be required for Special Education Aides:
- 1. Skills related to contact with pupils in classroom
 - a. Assist with classroom management.
 - (1) Observe a wide variety of pupil behaviors, communicate the nature of the behavior and pupil difficulties to teacher and assist students appropriately.
 - (2) Assist children in checking their assignments.
 - b. Assist with classroom instruction.
 - (1) Tutor individual pupils and work with small groups of children who need help in various skill areas.

- (2) Administer informal, teacher-designed tests and diagnostic checklists.
 - (3) Observe different pupil learning styles and adjust tutoring techniques to accommodate the potential extremes.
 - 2. Skills related to supervision beyond the classroom
 - a. Ability to supervise the children at recess, in corridors, in lavatories and in the library.
 - b. Ability to supervise children on buses and help with field trips.
 - 3. Skills related to school routine
 - a. Ability to operate and care for AV equipment in the school; prepare tapes for teaching; organize the supplies; type and operate duplicators as needed to prepare student diagnostic reports and communicate with parents.
 - b. Ability to keep records on the status of materials and supplies.
 - c. Ability to correct pupils' work and keep records of same.
- D. The following minimum qualifications shall be required for Bilingual/ESL Aide:
 - 1. Skills related to contact with pupils in classroom
 - a. Assist with classroom management
 - (1) Observe pupil behavior in order to inform the teacher of pupil difficulties and assist students in following teacher's instructions.
 - (2) Assist children in checking their assignments.
 - b. Assist with classroom instruction
 - (1) Tutor individual pupils and work with small groups of children who need help in various skill areas.
 - (2) Observe different pupil learning styles and adjust tutoring techniques to the specific situation.
 - 2. Skills related to supervision beyond the classroom
 - a. Ability to supervise the children at recess, in corridors, in

lavatories and in the library.

b. Ability to supervise children on buses and help with field trips.

3. Skills related to school routine

a. Ability to operate and care for AV equipment in the school; prepare tapes for teaching; organize the supplies; type and operate duplicators as needed to prepare student diagnostic reports and communicate with parents.

b. Ability to keep records on the status of materials and supplies.

c. Ability to correct pupils' work and keep records of same.

4. Skills related to bilingual situation

a. Ability to communicate by oral and written language with children and adults in a language spoken by a majority of the foreign-speaking students and in English.

b. Ability to assist in accommodating students to the American system of education by having some knowledge and tolerance of the different backgrounds of foreign-speaking students as well as the American student.

E. The following minimum skill levels shall be required for Secondary Library Aides:

1. Skills related to library management

a. Assist in the preparation of curriculum guides, bulletins, manuals and bibliographies.

b. Assist in evaluating and updating the existing learning resources collection.

c. Manage the circulation system.

d. Coordinate and implement an overdue system.

e. Maintain an orderly learning resource collection.

f. Schedule use of the library facility.

g. Communicate effectively with parents, guardians and students regarding library materials.

2. Skills related to library instruction
 - a. Assist students and staff in locating and using learning resources.
 - b. Assist with rudimentary instruction of basic library skills to classes within the library.
 3. Skills related to supervision
 - a. Schedule, train and supervise student library aides.
 - b. Provide general supervision of students in the library.
- F. The following minimum skill levels shall be required for Elementary Librarians (Non-certified):
1. Skills related to library management
 - a. Ability to type, keep records, file in card catalogue, maintain and use a card catalogue.
 - b. Order and circulate books and AV material.
 - c. Be responsible for library learning center budget.
 - d. Receive and integrate all new media received from central processing, both print and non-print.
 - e. Be familiar with resources available from other agencies, such as the Materials Center, MSU Audio-Visual Center, Ingham County Library, State Library, REMC, and other libraries in the East Lansing School system.
 - f. Make requisitions which comply with system policies and reflect the needs of the individual building or center throughout the year.
 2. Skills related to audio-visual material and equipment
 - a. Able to operate AV equipment.
 - b. Responsible for inventory of AV equipment, AV supplies and software.
 - c. Organize and maintain educational media for use by students and teachers.

- d. Give instruction in use of media and equipment as appropriate.
3. Skills related to library instruction
 - a. Understand how to use reference tools and book selection tools.
 - b. Assist teachers and students in locating and using library resources.
 - c. Assist classroom teachers in introducing library and research skills to children.
4. Skills related to supervision
 - a. Provide general supervision of individual students in library.
 - b. Assist teachers in supervising classes visiting the library.

Article XVIII: Continuing Education

- A. A Continuing Education Committee is hereby established and shall consist of two (2) administrators and three (3) bargaining unit members.
 1. The tracks of instruction and/or training shall be published and distributed among bargaining unit members.
 2. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.
 3. The committee shall assign units to completed training and course work.
 4. The committee shall act as an appeal body.
- B. Bargaining unit members shall not be limited to training within any one specific track of instruction, but may select training from any and/or all tracks. In addition, the bargaining unit member may elect training and/or course work which is reasonably related to any of the established tracks.
- C. A bargaining unit member shall submit an application for training and/or education to his/her supervising administrator on the form provided in Appendix D.
 1. The supervising administrator may approve the bargaining unit member's application. Should the supervising administrator withhold approval of the bargaining unit member's request or fail to respond

to the request within five (5) calendar days of receipt of same, the unit member may submit the application to the committee for a decision.

2. Upon receipt of an application for training and/or education, the committee shall have ten (10) calendar days within which to render a decision on the request.
- D. Upon successful completion of each 4.0 unit block of training and/or course work within a four-year period, the Board agrees:
1. To increase the bargaining unit member's hourly rate of pay by \$0.10 for a period of four years.
 2. If an additional 4.0 unit block of training and/or course work is completed within that four-year period, the previously earned \$0.10 per hour increase will be maintained permanently and an additional \$0.10 per hour added to the unit member's salary.
 3. If an additional 4.0 unit block of training and/or course work is not completed within the four-year period specified in Section D.2, the previously earned \$0.10 per hour increase will decrease to \$0.05 per hour. If the additional 4.0 unit block is not completed during the subsequent two years, the \$0.05 per hour will be terminated.
 4. A unit member may continue to earn pay increases at \$0.10 increments as long as he/she completes additional 4.0 unit blocks of approved training and/or course work within four-year periods.
 5. Payment for credit blocks on record as of July 1 of each year shall be made as follows:

The number of 4.0 unit blocks X \$0.10 X 7 hours X 1/2 the number of days scheduled to be paid for the employee's position for the current school year = stipend payment.

The stipend shall be paid to the employee on the first pay day following September 1. In the first year of the contract, 1989-90, payment as described above shall be made once on the first pay day following January 1, 1990.

Payment for credit blocks on record as of January 1 of each year shall be made as follows:

The number of 4.0 unit blocks X \$0.10 X 7 hours X 1/2 the number of days scheduled to be paid for the employee's position for the current school year = stipend payment.

The stipend shall be paid to the employee on the first pay day following January 1.

Employees whose work schedule is less than 35 hours per week shall be compensated pro rata on the above schedule.

6. To reimburse the bargaining unit member for registration fees, tuition, books, lab fees, supplies and any other expenses approved in advance of training up to a maximum of \$100 in any fiscal year. The committee shall approve not more than \$4,000 in such expenses for the entire bargaining unit in any fiscal year.
 7. Expenses which were incurred but were not approved by the committee initially may be resubmitted for payment prior to June 1 in any fiscal year.
 8. Continuing Education incentives earned prior to this contract shall remain in place.
- E. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the Continuing Education Reimbursement Form together with the Course Completion Form to the supervising administrator.
- F. Successful completion shall be defined as a minimum of a 2.5 (C+) grade for college, university or other graded courses and a Course Completion Form signed by the instructor for non-graded courses.
- G. Training and course work shall be measured in unit blocks which will be assigned by the committee in accordance with the formula below:

<u>HOURS</u>	<u>UNITS</u>
1	.1
2	.2
3	.3
4	.4
5	.5
6	.6
7	.7
8	.8
9	.9
10 or 1 credit	1.0
20 or 2 credits	2.0
30 or 3 credits	3.0
40 or 4 credits	4.0

- H. The bargaining unit member shall confirm the completion of the required hours with the Personnel Office when he/she has completed 4.0 units of education and/or training. The Personnel Office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour.
- I. Inservice training which is provided by the Board during the normal work day and/or year shall not qualify for the credit under the terms of this article.

Article XIX: Miscellaneous Provisions

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Article XX: Duration of Agreement

EAST LANSING BOARD OF EDUCATION

and the

EAST LANSING

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

AGREEMENT

ENTERED INTO THIS THIRTEENTH DAY OF NOVEMBER, 1989

EFFECTIVE JULY 1, 1989 TO JUNE 30, 1992

FOR THE ASSOCIATION:

Deborah A. McMullan
By: Its President

Palma A. Roman
By: Its Secretary

FOR THE BOARD:

Margaret-Ann Griffith
By: Its President

Ethelyn M. Hoffmeyer
By: Its Secretary

Appendix A: Salary Schedule

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
<u>TEACHER AIDES</u>			
Step 1	7.76	8.16	8.58
2	8.23	8.66	9.11
<u>SECONDARY LIBRARY AIDES</u>			
Step 1	7.21	7.58	7.92
2	7.58	7.97	8.33
3	8.07	8.49	8.87
4	8.55	8.99	9.39
<u>ELEMENTARY LIBRARIANS</u>			
Step 1	8.14	8.56	9.03
2	8.62	9.07	9.57
3	9.10	9.57	10.10

Longevity pay is computed on employee's step rate in accordance with the following:

7th through 9th years	5%	
10th year and thereafter	7%	(1989-90)
	9.75%	(Effective July 1, 1990)

Appendix B

EAST LANSING MICHIGAN
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE REPORT FORM

Grievance # _____

East Lansing School District

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association

SUBMIT TO PRINCIPAL IN DUPLICATE

Building: _____

Date Filed: _____

Name of
Grievant: _____

Assignment: _____

LEVEL II

A. Date cause of grievance occurred: _____

B. 1. Statement of Grievance: _____

2. Section of contract allegedly violated: _____

3. Relief sought: _____

Signature _____ Date _____

C. Disposition by Principal: _____

Signature _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

LEVEL III

A. Date received by Superintendent or Designee: _____
B. Disposition by Superintendent or Designee: _____

Signature _____ Date _____

C. Disposition by Grievant and/or Association: _____

Signature _____ Date _____

LEVEL IV

A. Date received by Board of Education or Designee: _____
B. Disposition by the Board: _____

Signature _____ Date _____

C. Disposition by Grievant and/or Association: _____

Signature _____ Date _____

LEVEL V

A. Date submitted to Arbitration: _____

B. Disposition and Award of Arbitration: _____

Signature _____ Date _____

Appendix C

EAST LANSING EDUCATIONAL PARAPROFESSIONAL ASSOCIATION

WORK EVALUATION

Name of Employee _____ School _____

Date _____

Name of Evaluating Administrator _____

RATING SYSTEM - In the space provided, write the number which best describes this person's performance according to the following system:

- | | |
|--|---|
| 1. OUTSTANDING - Greatly surpasses expectations | 4. IS IMPROVING (self-explanatory) |
| 2. VERY GOOD - Exceeds requirements of position | 5. POOR - Needs improvement (please explain) |
| 3. AVERAGE - Meets requirements of position | N.A. DOES NOT APPLY TO THIS EMPLOYEE |

<u>DESCRIPTIVE ITEM</u>	<u>NUMERICAL RATING</u>	<u>COMMENTS</u>
I. The degree that the employee is achieving the work expected of him/her in terms of quality, quantity, neatness and accuracy.		
<hr/>		
II. The degree that the employee's personality, poise, habits, conduct, and character meet the requirements of the job.		
<hr/>		
III. The degree of flexibility and ability to meet changing assignments.		
<hr/>		
IV. The degree that the employee is willing to take advantage of opportunities for self improvement.		
<hr/>		

V. The degree that the employee possesses the basic skills required on the job.

VI. The degree that the employee relates and establishes rapport with students of various backgrounds.

VII. The degree that the employee relates to teachers, principals, and other adults in the building.

TOTAL

The work evaluation average for this employee is _____

I consider his/her work to be _____

Date _____

Name of Immediate Supervisor

Recommendation by Principal

I recommend that this employee be retained for further employment

YES _____

NO _____

Date _____

Signature of Principal or
other Administrator

This report has been reviewed by me.

Date _____

Signature of Employee

COMMENTS:

APPENDIX D: Continuing Education Application

The staff is encouraged to participate in the Continuing Education Program. This program was developed to enhance skills, to develop interest in new technology and to strengthen professionalism. Before enrolling in course work, seminars, and inservice, this form must be filled out in triplicate and submitted for approval to your supervising administrator.

It will be necessary to submit a transcript with a 2.5 (C+) or better grade point for each college course and a certificate of completion for courses that do not issue transcripts.

Please fill out all information on this form:

NAME: _____ SCHOOL: _____

NAME OF COURSE WORK (include identification number when applicable):

OFFERED BY (School/Sponsor, etc.): _____

REGISTRATION DEADLINES: _____

BEGINNING DATE OF COURSE WORK: _____ ENDING DATE: _____

HOURS/DAY ATTENDING: _____ DAYS/WEEK ATTENDING: _____

AMOUNT YOU WILL BE REQUESTING
FOR REIMBURSEMENT (approximate): \$ _____

NUMBER OF CREDITS (College course work): _____

APPROVAL:
YES _____
NO _____

Supervising Administrator's Signature

Your Signature

Date: _____

Date: _____

FOR OFFICE USE:

APPROVAL:
YES _____
NO _____

Supervising Administrator

Date _____

APPROVAL:
YES _____
NO _____

Continuing Education Committee

Date _____

APPENDIX D: Course Completion Form

Instructions: Please give to the instructor at the start of course work.
The instructor will then mail this form to:

East Lansing Public Schools
509 Burcham Drive
East Lansing, Michigan 48823

upon completion of course.

Student's Name: _____

has satisfactory attendance and has successfully completed this
course/seminar/in-service/workshop.

Student's Name: _____

has satisfactorily completed course/seminar/in-service/workshop.

Length of Course (Hours)

Instructor's Signature

Course/Seminar/In-service/Workshop Title

APPENDIX D: Continuing Education Reimbursement Form

Complete in triplicate. Send all copies to your immediate supervisor.

NAME: _____ SCHOOL: _____

NAME OF COURSE WORK (include identification number when applicable):

OFFERED BY: _____

PLEASE FILL OUT ALL INFORMATION AND CHECK WHETHER YOU WOULD LIKE TO BE REIMBURSED FOR THE AMOUNT LISTED.

	AMOUNT	REIMBURSEMENT	
		YES	NO
TUITION	_____	_____	_____
BOOKS	_____	_____	_____
LAB FEES	_____	_____	_____
OTHER PRIOR APPROVED EXPENSE			
_____	_____	_____	_____
TOTAL	_____		
TOTAL AMOUNT TO BE REIMBURSED	_____		
REMAINING AMOUNT	_____		

Immediate Supervisor's Signature

Your Signature

Date: _____

Please attach transcript or course completion form and all receipts.

FOR OFFICE USE:

APPROVAL: NO ____ REASON _____

YES ____ AMOUNT REIMBURSED \$ _____

UNITS _____

Date

Continuing Education Committee





