

AGREEMENT

BETWEEN

DUNDEE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION
(DESPA-MEA/NEA)

AND

BOARD OF EDUCATION
OF
DUNDEE COMMUNITY SCHOOLS

July 1, 2014 – JUNE 30, 2018

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AGREEMENT

This agreement entered into this 21st day of May, 2014 and will expire on the 30th day of June, 2018, by and between the Dundee Educational Support Personnel Association - Michigan Education Association/National Education Association (DESPA-MEA/NEA) as hereinafter called the "Association" and Dundee Board of Education hereinafter called the "Employer".

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

ARTICLE 1 - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of the Act 379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for 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 for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regularly employed secretarial/clerical employees, including secretaries, aides including classroom teacher aides, playground aides/supervisors, noon supervisors, library aides, and crossing guards, and excluding therefrom the business manager, assistant business manager, business office, Superintendent's secretary, all other substitute employees, all other supervisors, and executive employees and all other employees.

- B. Unless otherwise indicated, the use of the term "employee" and "bargaining unit member" throughout this Agreement shall refer to all of the members of the above defined bargaining unit.

- C. The Association shall not represent probationary employees while they are in a period of probation for any purpose other than as a result of discharge due to union activity. It is expressly understood that the Employer shall have the right not to continue a probationary employee in employment if the employee is dismissed during the probationary period hereinafter specified except upon the express condition that the allegations are that the employee was let go for union activity.

1. "School year employees" (180 days) are members of the bargaining unit who are employed to work while students are in attendance, generally between August and June.
2. Calendar year employees work twelve (12) months.

- D. The bargaining unit shall be divided into the following classifications:

Classification - 1- Classroom aides, special education aides, library aides

Classification - 2 - Playground aides/noon supervisors/crossing guards/supervision/bus duty/door/hallway/cafeteria/parent-teacher conference/evening activities

Classification - 3 – Full-year and school-year building secretaries

ARTICLE 2 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 3 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member shall be subject to the terms of this Agreement and if any language contained in an individual contract is inconsistent with the terms of this Agreement, then this Agreement shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices (past or present), which are inconsistent with its terms.

ARTICLE 4 - BOARD OF EDUCATION RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.
 - 2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify, or change any work or business hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulation as they pertain to education.

ARTICLE 5 - ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property. The Association President shall submit a written request to the appropriate supervisor one (1) week prior to the meeting indicating the approximate time needed for the meeting. Approval of the supervisor will be given provided the length of the meeting does not interfere with the required operation of the school.
- B. Upon the approval of the building administrator or appropriate supervisor, the Association will have the right to use school facilities and equipment on school grounds and at times when such equipment is not in use for regular operations provided it has trained operators. The Association shall pay the cost of all materials and supplies incident to such use.

- C. The Association shall have the right to post notices of its activities and matters of concern on school bulletin boards, at least one of which will be available in each building.
- D. The Employer agrees to furnish to the Association in response to reasonable requests available public information concerning its financial resources and expenditures and such other information legally permissible to share with the public as will assist the Association in representing the bargaining unit members in collective bargaining and/or the processing of grievances hereunder.
- E. Release time in the amount of eight (8) hours per school month shall be made available to Association business or conferences without loss of pay. Forty-eight (48) hour notice shall be given. This time may accumulate to forty (40) hours, but shall not be accumulative from year to year [i.e. each school year begins with eight (8) hours]. No more than two (2) persons at one time shall be absent for the purpose of Association business. The Association shall pay the current cost of the substitute required under the provisions of this paragraph.
 - 1. It is understood and agreed that the Association shall, at the time of requesting Association days, state the purpose and function for which the days are to be used incorporating therein the name of the conference or Association business and its location. This is in accordance with past practice of the Association in requesting these days.
 - 2. It is further understood that the administration shall have the power to refuse to grant days for Association business where requests are made to participate in activities which are directly involved in public exposure to a strike, including picketing by public school employees at other districts within the State of Michigan, contrary to the intent and purpose of Article 8 (No Strike Clause).
 - 3. It is further understood that negotiations' seminars are not objectionable to the Association or to the administration so long as the seminars are within the precepts of the Public Employees Relations Act, it being understood that attempts to legislatively change P.E.R.A. are permissible. Further, it is understood that the administration shall not have the right to impose its judgment as to the conduct of the delegates selected by the Association to attend any conference that is approved by the administration.
- F. Neither the Association nor its officers shall conduct internal business during school hours.

ARTICLE 6 - INDIVIDUAL RIGHTS

- A. A bargaining unit member shall be entitled to have present a representative of the Association when the employee is to be disciplined by the Employer. When a request for representation is made by the employee, the Association shall provide a building representative to represent the employee within a reasonable period of time and no action shall be taken by the Employer until the representative is present.
- B. Subject to the provisions of MCLA 423.503 (Section 3 of the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, a bargaining unit member shall have the reasonable right to review any and all

contents of his/her personnel file and to have an Association representative present during the review. Requests to review a file shall be made in advance, and an appointment will be made to conduct such review.

- C. Any case of assault upon a bargaining unit member shall be reported in writing to the employee's supervisor as soon as reasonably possible.
- D. No bargaining unit member will be disciplined or discharged without just cause. The process to establish just cause will be as follows: Violation of work rules, policies, or reasonably expected standards of conduct shall be considered just cause for discipline and/or discharge. The administration shall provide employees, at time of payroll registration, a copy of all applicable work rules and policies concerning their job performance. Both the employee and immediate supervisor will sign the applicable work rules and policies thus indicating employee has received said rules and policies. Rules shall be presented within 30 days of contract ratification to all DESPA employees.
- E. Subject to the provisions of MCLA 423.503 (Section 3 of the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, a bargaining unit member shall have the right to examine any and all contents of his/her personnel file twice per year by appointment. When something is added to the personnel file, the above language referring to two (2) times per year shall not apply. Any new material after the effective date of this Agreement which shall be placed in the personnel file including student, parental or school personnel complaints shall either be shown to the employee before inclusion or the employee shall be given a copy of such material at the time of inclusion. The employee shall have a right to file a written response to complaints and have them attached to the complaint within three (3) days of inclusion in the file. The employee will be required to sign a copy of the material included in the personnel file and if so such signature shall indicate awareness only and not agreement.

It is agreed and understood that the following progressive system of discipline shall be followed in instances where discipline of bargaining unit members is required:

- a. Verbal warning by appropriate administrator
- b. Written warning by appropriate administrator
- c. Written reprimand by appropriate administrator
- d. Suspension with pay pending an investigation
- e. Suspension without pay
- f. Dismissal for just cause only

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A grievance is an alleged violation of the express terms of this Agreement.
- B. A grievance shall be in writing in accordance with the following:
 - 1. It shall be signed by the grievant;
 - 2. It shall contain the date of the alleged violation;
 - 3. It shall be specific;
 - 4. It shall contain a summary of the facts giving rise to the alleged violation;
 - 5. It shall cite the section(s), sub-section(s) of this Agreement alleged to have been violated;

6. It shall specify the relief requested.

Any grievance not in accordance with the above may be rejected and such rejection shall not extend the time limits hereafter specified.

C. **STEP 1:** A bargaining unit member shall initiate a grievance within five (5) days of the alleged violation of the contract in accordance with B above with his/her "immediate supervisor". "Immediate supervisor" shall mean: aides and secretaries/clerks to Building Principal. "Days" as used in the grievance procedure shall mean days that the bargaining unit member is required to work except that those employees that are school year employees, during the summer months or extended winter vacation period, "days" shall mean Monday through Friday, except for holidays.

Time limits hereinafter specified may only be extended by written mutual agreement.

Within five (5) days of receiving the written grievance, the immediate supervisor shall arrange a mutually convenient date within ten (10) days to hear the grievance and then within five (5) days after the hearing shall render his/her decision in writing, a copy of which shall be given to the grievant and a copy to be retained by the supervisor.

STEP 2: If the grievance is not satisfactorily resolved at Step One, the grievant or Association representative may file a written appeal along with the grievance and supervisor's response within five (5) days of receipt of the response at Step One with the Superintendent. The Superintendent shall arrange a meeting within ten (10) working days of receipt of the appeal. If circumstances are such that more time is needed to accommodate this meeting, the timelines may be extended by mutual agreement of the Association and the District. The meeting with the Superintendent should include the grievant and the Association representatives of the grievant's choosing. Within ten (10) working days of the meeting to discuss the grievance, the Superintendent shall render his decision in writing transmitting a copy to the grievant, the Association representative, and the immediate supervisor.

STEP 3: If the grievance is not satisfactorily resolved at Step Two, the Association shall within five (5) days after receipt of the decision at Step Two, appeal the matter to the Board Secretary by filing a copy of the appeal with both the Superintendent and the Secretary of the Board. The Board President shall set a date to commence a hearing of the grievance within fifteen (15) days of receipt of the appeal.

Neither party may raise a new defense or ground at Step Three not previously raised or disclosed at other written steps. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Within five (5) days of conclusion of the hearing, the Board or its designated committee shall render its decision on the grievance in writing transmitting a copy of the decision to both the Superintendent and the Association President.

STEP 4: If the grievance is not satisfactorily resolved at Step Three, either side may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than ten (10) days after the delivery of the level two formal disposition. For mediation to occur, the mediation must be agreed to in writing by the other party not more than ten (10) days following receipt of the request. Mediation shall be considered Step 4.

STEP 5: An individual employee shall not have the right to process a grievance at Step Five.

1. If the Association is not satisfied with the disposition of the grievance at Step Four, it may, within ten (10) days after the decision of the Board, request in writing the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by agreement of the parties within twenty-one (21) days after the Board receives the Association's written request for arbitration. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense nor ground at a Step Five proceeding not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which it intends to prove at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. In the event the grievance is not settled prior to the hearing, the grievance shall be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add or modify, alter or amend, or subtract from the terms of this agreement. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall the arbitrator question the reasonableness of Board policy.

In the event any grievance award shall include back pay, then said award shall not extend more than thirty (30) days prior to the date of the Step One conference.

5. Grievance of similar nature may not be consolidated, except upon express written mutual consent.
6. The cost of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation.
- D. Nothing contained in this Agreement shall prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided such adjustment is consistent with the terms of this Agreement and provided further that the Association shall be notified of such adjustment.
- E. The presentation of a grievance shall in no way prejudice a bargaining unit member's status with the Employer.
- F. If the Association has a grievance, the Association shall submit the same in writing at Step Two of the procedure.
- G. The time limits established in the grievance procedure shall be followed unless otherwise shortened or extended in writing by mutual agreement of the parties.
- H. Should there be no decision rendered within the time limit specified, the grievance will be considered to be at the next step of the grievance procedure upon the expiration of the time limit. Any grievance which is not appealed to the next step of the grievance procedure within the time limit specified will be considered settled on the basis of the decision rendered at the previous step.

- I. The Grievance Report form is appended to this agreement as Exhibit A.

ARTICLE 8 - NO STRIKE CLAUSE/ACT OF GOD DAYS

- A. The Association recognizes that strikes, as defined by Section 1 of the Public Act 336 of 1947 of Michigan, as amended, 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 program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board or any employee or group of employees.
- B. Act of God Days:

If school is closed due to an Act of God, employees need not report for work. All employees will receive their pay even though they do not work.

ARTICLE 9 - SUBCONTRACTING

- A. The Board reserves the right to subcontract bargaining unit work in order to promote the efficient operation of the school district.

ARTICLE 10 - WORK YEAR, WORK WEEK, WORK DAY

- A.1. **Secretaries:** It is understood that with a bargaining unit as diverse as this, that the work year, work week, and work hours will vary from classification to classification. As a general proposition, the normal work week is Monday through Friday. The normal work day shall not exceed eight (8) hours unless approved by the immediate supervisor. The normal work year for school year building secretaries will be as follows: School year building secretaries will be expected to report five (5) work days prior to the teachers' reporting day. School year building secretaries will also work five (5) days after the teachers' final day. Full-year building secretaries generally work fifty-two (52) weeks per year from July 1 to June 30. Full-year building secretaries' contracts include nine (9) weeks of six (6) hour days, seven (7) weeks in the summer at six (6) hours; with flexible time being available to full-year secretaries upon approval of their respective building principals, one (1) week at Easter at six (6) hours, and one (1) week at Christmas at six (6) hours. Total contract hours will vary and the nine (9) weeks at (6) hours should be included at the time the yearly contracts are signed.
- A.2. **Paraprofessionals: Paraprofessionals consist of Least Restrictive Environment Aides, Title I Aides, At-Risk Classroom Aides, Special Education Aides, and Library Aides.**

Annually, no later than the end of the current school year, paraprofessionals will be provided with a tentative schedule for the following school year. Management reserves the right to make necessary adjustments and agrees to contact those affected. Not less than three (3) weeks prior to the teacher's reporting day, the administration will establish a meeting with the DESPA president at which extra duties and open positions will be bid. Not less than two (2) weeks prior to the teacher's reporting day the meeting will take place. The administration has the authority to postpone the meeting by one week. In the event a paraprofessional cannot be present at the meeting he/she may designate another paraprofessional, in writing, to bid for him/her. If for some reason, a new position is created after this meeting or a vacancy occurs after December 31st, that position may be filled on a temporary basis pursuant to the provisions of Article 15, E. All positions will be written showing a daily schedule. It will indicate a starting time, ending time and where there is time for an extra duty to be inserted.

All open positions will be bid by seniority and awarded to the most highly qualified applicant by classification if the paraprofessional meets the written standard of qualifications necessary. (i.e.: Title I requirement, Project Read requirement, associate's degree). Paraprofessionals currently employed who have met requirements of NCLB shall be deemed to have met this requirement but shall not lose their right to bid.

All extra duties established by the administration will be shared by all paraprofessionals and bid on annually. These duties will be bid by seniority until all extra duties are assigned. If there are left over duties the administration can make the necessary adjustments by assignment to the paraprofessional whose schedule allows, starting with the lowest seniority member.

DESPA members hired prior to December 15, 2009 who seek classification 1 positions are required to meet the qualifications outlined in Article 21, Miscellaneous A ("old G"). All DESPA members or individuals hired into the district after December 14, 2009 will be required to possess the qualifications outlined in the job posting, as set by the district, to be qualified for a classification 3 position.

A.3. Paraprofessionals will receive a duty-free 30-minute lunch break.

A paraprofessional may be reassigned or elect to take time without pay with no penalty to attendance record if their LRE student is ill.

Paraprofessionals called in to substitute for extra duties will be paid a minimum of two (2) hours.

Paraprofessionals scheduled in the pool area will participate in the pool activities at their option unless the paraprofessional assigned to a student whose IEP requires them being in the pool.

All Employees:

B.1. Any bargaining unit employee may choose to join DESPA.

B.2. School district in-service days will be as follows: There will be one (1) mandatory in-service day. The rest will be assigned by the Superintendent. If a bargaining unit member is asked to attend an in-service day, he/she will be paid for attending said day in accordance to his/her regular pay schedule.

B.3. Members of the bargaining unit who work a minimum of four (4) consecutive hours per day will receive a paid 15 minute break. The break will be part of the employee's work schedule, as determined by the Principal or Supervisor. No full-time employee can take their break at the beginning or end of their shift.

- B.4. Overtime will be paid at the rate of one and one-half (1 1/2) times the hourly rate for all hours actually worked in excess of forty (40) hours per week, provided the employee has the prior approval of supervisor. Paid holidays shall count toward the regular work schedule.

ARTICLE 11 – RETIREMENT/RESIGNATION

- A. A bargaining unit member's retirement or resignation benefits will be determined as follows:

\$25.00 per unused sick day with 10 years of service for the first 120 days for All DESPA members. \$20.00 per day for unused sick days in excess of above limits.

Bargaining unit member must opt to retire or resign while in good standing. Employees terminated for cause will not qualify.

ARTICLE 12 - BARGAINING UNIT MEMBER EVALUATION

- A. All monitoring or observation of the work of each bargaining unit member for purposes of evaluation shall be conducted in person and with full knowledge of the bargaining unit member. It is understood and agreed that observation for purposes of evaluation may be formal as well as informal in nature and that each may be used to evaluate the work performance of the bargaining unit member. Unit members are to be aware that the district employs cameras and surveillance equipment on a 24-hour basis. Reviewed video may be used for purposes of supervision. Each bargaining unit member shall be evaluated annually. Failure of administration to conduct a performance evaluation shall be interpreted as the employee's performance is satisfactory.
- B. Observations of bargaining unit work for evaluation purposes shall, where appropriate, be of sufficient length of time to fairly represent the bargaining unit member's work.
- C. All evaluations shall be recorded using the online form and a copy given to the bargaining unit member within ten (10) days of the final observation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response within ten (10) working days which shall be attached to the file copy of the evaluation in question. The bargaining unit member may submit a written notation or reply regarding any material subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978. All final evaluations will be made a part of the employee's personnel file.
- D. Each formal evaluation of the bargaining unit member shall be signed by the bargaining unit member who shall receive a copy of the evaluation report prepared by his immediate supervisor. It is expressly understood that the signature shall signify only that the bargaining unit member has read the evaluation and received a copy thereof.
- E. At the time of presenting the final written evaluation, a conference shall be held between the bargaining unit member and the evaluating supervisor to discuss the evaluation. If the supervisor believes that the

bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms in writing and shall identify specific ways in which the bargaining unit member is to improve, and if assistance is to be given by the Employer towards that improvement, the same shall be placed in writing. It is specifically understood that the administration shall have the right to require bargaining unit members to correct deficiencies noted and where appropriate to render assistance to the employee in correcting the deficiency, including the requirement of attendance at appropriate workshops, in-services, classes, courses, etc., if in the judgment of the administrator the same is required. If the administration requires attendance at one of the above, it shall be paid for by the Employer.

- F. A copy of the evaluation instrument is appended to this Agreement as Exhibit B. Should different evaluation instrument be desired, a committee made up of equally divided members of DESPA and administration shall be formed to work out an agreement.

ARTICLE 13 - NEGOTIATION PROCEDURES

- A. 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. Therefore, the Employer and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of this contract. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Parties mutually pledge their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to otherwise bargain in good faith.
- C. Upon completion of agreement at the bargaining table, both parties acknowledge that the final agreement is subject to ratification by the Board of Education and the bargaining unit.

Upon ratification, the parties shall execute sufficient copies of the Agreement to meet their respective needs. The cost of duplicating the contract shall be shared by the Employer and the Association. Each employee of the bargaining unit shall be provided a copy of the final Agreement.

ARTICLE 14 - WORKING CONDITIONS

- A. Employees have the responsibility to report any unsafe or hazardous working conditions to his/her immediate supervisor. Reporting shall occur within 24 hours of discovery. A written response of the remedy to alleviate the unsafe or hazardous working conditions will be provided to the employee who reported the incident.
- B. Adequate restrooms, lounges, and rest areas will continue to be provided.

- C. Employees will maintain discipline and control of students in their areas or assigned to their care. The Employer will provide reasonable assistance where necessary to help maintain discipline and control. It is understood that corporal punishment is prohibited as a means of discipline and/or control. Physical force that is necessary and reasonable may only be used to protect oneself or another from immediate physical injury or to obtain possession of a weapon or other dangerous object within control of a student or to protect property from physical damage.
- D. Bargaining unit members who are designated by administrators may only reasonably administer medication to students in good faith, in the presence of another adult and pursuant to written permission of the pupil's parent or guardian and then only in compliance with the instruction of a physician and in accordance with Board policy.
- E. The district will provide a first aid kit that will include alcohol wipes, rubber gloves, towelettes, and kleenex.

ARTICLE 15 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled by a bargaining unit member which has a right to return to said position.
- B. All vacancies shall be posted in a conspicuous place in each building of the district and placed in the buildings and association representatives' mailboxes on the first day of the posting.
 - 1. Classification
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Other minimum requirements necessary to fill the position
 - 6. Where to apply
- C. All vacancies occurring after the end of the school year will be posted during the first two (2) weeks of August. Qualified bargaining unit members may apply in writing to the Superintendent or his or her designee during this two week posting period. The employer will post all job descriptions in each building office.
- D. The Board reserves the right to hire a substitute for a position that is temporarily vacant **per "E" below**. A bargaining unit member's rate of pay shall not be reduced as a result of any temporary change in duties. It is expressly understood that a teacher aide does not assume the duties of the classroom teacher while the teacher is not present. Any assumption of teaching duties by the classroom aide must be formally pre-approved by the Building Principal.
- E. A substitute may be hired to fill a temporary vacancy up to thirty (30) calendar days until the process of posting the position and interviewing qualified bargaining unit members is complete. In the event no members of the Association submit interest in the posted position, the Board reserves the right to maintain the existing position with the substituted individual until the end of the school year at which time the position will be open to the bidding process as a permanent assignment.

ARTICLE 16 - SENIORITY

- A. Seniority shall be defined as length of service within the particular classification to which the employee is assigned. Henceforth, seniority will start with date of hire by the Board of Education. In cases where employees are hired on the same day, all individuals so affected will participate in a drawing to determine placement on the seniority list unless any of these employees has experience as a sub in the district. When two or more employees are hired and added to the seniority list, new hires that have substituted in Dundee Schools will be placed on the seniority list ahead of those that have not substituted. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert back to their first day of hire by the Board of Education.
- B. Part-time bargaining unit members shall accrue seniority on a pro-rata basis. Seniority shall accrue while an employee is on a paid leave of absence, but shall not accrue while an employee is on an unpaid leave of absence or during an unpaid suspension.
- C. Classifications for seniority purposes shall be as specified in Article 1, Section D.
- D. The Employer shall prepare an initial seniority list by classification. A copy of said list shall be forwarded to the Association President who shall have thirty (30) days in which to examine the list to survey the membership to ascertain its validity and to report back to the Superintendent any changes in the seniority list that the Association desires. Upon agreement between the parties not more than ten (10) days after notification of any changes, the seniority list shall be finalized and shall not thereafter be subject to challenge either by the Association, any bargaining unit member, or the Employer. Once the initial seniority list is finalized, it shall be posted on appropriate bulletin boards and updated by the administration by the fifteenth of October of each school year.
- E. Seniority shall be lost by a bargaining unit member upon termination, resignation, layoff period of more than three (3) years or retirement. If a bargaining unit member moves from one classification to another, previously acquired seniority will be frozen in that classification. If a bargaining unit member moves to a non-bargaining unit position without resignation from the Employer, the seniority previously acquired will be frozen.
- F. The first ninety (90) working days of employment shall be deemed to be a period of probation for all newly hired employees within each classification. All employees within a probationary period shall be evaluated at least once by their immediate supervisor prior to the termination of the probationary period. If the employee successfully completes a probationary period, his/her name shall be entered on the seniority list retroactive to his initial date of hire as a probationary employee in that classification. If an employee shall not be continued in employment after the probationary period, the reasons therefore shall be stated to him/her upon request by the immediate supervisor prior to termination of employment. Release of a probationary employee during the period of probation shall not be grievable by the probationary employee or the Association unless it is asserted that the reason for the termination was because of union activity. In the latter case, the grievance may be filed by the Association only and such allegations must contain sufficient particular facts to appraise the administration of the union activity the probationary employee engaged in and the violation by the Employer connection thereto.

ARTICLE 17 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the work force due to a decrease of work, reduction of funds, or a decision by administration to terminate a position.
- B. In the event it becomes necessary for a layoff, the Employer will meet with the proper Association representatives at least ten (10) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, work locations, and classification.
- C. Employees to be laid off will receive at least ten (10) calendar days advance notice of the layoff.

In times of layoff/reduction the lowest seniority person will be laid off first within the classification.

In the event a position is eliminated, first: The lowest seniority person within the classification will be laid off. Second: In the area of the classification that the layoff took place the lowest seniority person would move to an open position in that classification with comparable hours for which he/she is qualified.

If the person being moved to an open position does not meet the standard of qualifications necessary the administration will make the necessary adjustments.

In accordance with Article 16-Seniority, Section F, the probationary period would also apply to individuals who based on seniority bump into a new position due to position reductions. Dismissal under this provision is not subject to the grievance procedure.

- D. When the work force is increased after a layoff, employees will be recalled according to seniority and Classifications, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report of intent to return to work within five (5) calendar days upon receipt of notice of recall or to report to work within two (2) weeks of the date of notice, he/she shall be considered a quit by all parties. If an employee is not at his/her last known address on file with the Employer and the notice is mailed and returned, the Association shall be notified of non-receipt and it shall have three (3) days to notify the recalled individual. Thereafter, he/she shall be considered a quit. Right of recall from layoff shall not extend beyond three (3) years.
- E. A bargaining unit employee who is laid off and who is paid unemployment compensation benefits associated with his/her regular assignment during the summer immediately following the layoff and who is subsequently recalled at the beginning of the next school year will be paid according to an annual salary or annualized hourly rate such that his/her unemployment compensation plus that annual salary rate or annualized hourly rate that will be equal to the amount he/she would have earned had he/she not been laid off.

ARTICLE 18 - HOLIDAYS

Full-year building secretaries, shall receive the following paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, plus one day before or after Christmas, New Year's Day, plus one day before

or after New Year's Day, President's Day*, Good Friday*, Memorial Day, July 4 (if July 4 is on a Tuesday or Thursday, then July 3 [Monday] or July 5 [Friday] also will be a paid holiday).

*Provided that this paid holiday does not fall on a day when classes are scheduled for students.

All other DESPA employee Classifications will have three (3) paid holidays per year. They are: Good Friday, Christmas Day, and New Year's Day.

Bargaining unit members can turn in up to three (3) sick days during the Christmas and Easter breaks. The use of sick days not to exceed regularly scheduled hours per weekly allowance.

- B. Should one of the above holidays fall on a Saturday, the Friday preceding shall be considered the holiday, and if the holiday falls on a Sunday, the Monday next succeeding the holiday shall be considered the holiday. In order to receive holiday pay, the employee must work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, unless excused by the Building Principal/Supervisor.

ARTICLE 19 - UNPAID LEAVES

- A. **Military Leave** - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist in military duty in any branch of the armed forces of the United States or who shall be involved in active duty or summer camp activity for the National Guard or military reserve unit in accordance with law.
- B. **Other Unpaid Leaves** - An unpaid leave of absence of up to one (1) year may be granted by the Board with prior approval of the Superintendent or his/her designee. Such leave of absence requests shall be in writing and shall state the reason or reasons for the request which may or may not be granted by the Board in its sole discretion. All such leaves that are granted shall be without pay, accumulation of seniority, or other benefits. Applications for leaves of absence must be submitted in writing to the Board at least sixty (60) calendar days prior to the commencement of the requested leave of absence unless waived by the Superintendent and/or the Board. It shall be the responsibility of the employee to include a medical statement from a doctor if the request is for health reasons, injuries, or maternity leave. The doctor's statement must certify incapacity of the individual, projected date of recovery from incapacity if obtainable, and that the incapacity will be continuous throughout the period. The Board of Education shall specify the beginning date and ending date of the leave of absence if granted. It is understood that the employee granted an unpaid leave of absence shall notify the administration at least thirty (30) days prior to the termination date of the leave of absence of his/her intent to return. Failure to so notify the administration or failure to return to employment on the expiration date shall constitute an irrevocable and conclusive intent of the employee to resign from employment from the district. Upon return from such leave of absence, the employee shall be placed in the same or similar position as held before the leave of absence.

The foregoing leaves of absence may be extended by the Dundee Board of Education in their sole discretion upon application by the employee prior to the expiration date. If the leave of absence previously granted was for medical or health reasons, return to the full employment must be accompanied by a doctor's statement certifying the employee's ability to return to work or if an application for extension, then an additional doctor's statement must be submitted as hereinabove required for the initial application.

The Dundee Board of Education holds full authority to approve or disapprove a leave of absence with the exception of FMLA as referenced in Article 19, Section D.

- C. Workers Comp – Absence due to injury of illness arising out of or in the course of the staff member’s employment for which worker’s compensation award is given shall not be charged against sick leave days, and the Board shall pay 80% of the difference between his/her salary and the benefits received under the Michigan Worker’s Compensation Act up to one school year from the first day of absence.

Bargaining unit member may be placed in “light duty assignment” if medical release is provided by the doctor at 100% of regular hourly rate.

- D. Family Medical Leave Act. Pursuant to the FMLA Act of 1993, a staff member who has been employed for 12 months and worked at least 1250 hours during the prior 12 month period is entitled to 12 weeks of leave during any 12 month period without pay, but with group health insurance coverage maintained for one or more of the following reasons:

Due to the birth of an employee’s child in order to care for the child

Due to the placement of the child with the employee for adoption or foster care

Due to the need to care for the employee’s spouse, child or parent who has serious health condition

Due to the serious health condition that renders the employee incapable of performing the functions of their job

* A “serious health condition” is defined by the law as an illness, injury, impairment, or physical or mental condition that involves 1) in-patient care in a hospital or residential care facility, 2) continuing treatment by a health care provider.

ARTICLE 20 - SICK LEAVE/OTHER PAID LEAVES/VACATIONS

- A. Bargaining unit members will earn sick leave as follows:
 - 1. Full-year building secretaries, will receive one (1) day per month for each month worked to a maximum of twelve (12) days per year.
 - 2. All other bargaining unit members may earn up to ten (10) days per year, i.e. one (1) day per month worked.
 - 3. Sick leave will accumulate as follows:

<u>Secretaries</u>	<u>All Other Members</u>
130 days	110 days

- B. At the beginning of the second year of employment and each year thereafter at the beginning of the school year (commencing July 1 for secretaries), ten (10) days of accumulated sick leave will be credited to the

employee's account by the Employer. Secretaries will have twelve (12) days credited to their account by the Employer. In the event the employee leaves employment of the district prior to earning sufficient days credited at the beginning of the year, the difference shall be deducted from the last paycheck of the employee.

- C. Sick leave may be used by the bargaining unit member for his/her personal illness, injury, or incapacity due to pregnancy-related disabilities. All employees other than full-year building secretaries may use up to four (4) days of their sick leave for critical illness in the employee's immediate family. Full-year building secretaries may use up to five (5) days per school year non-accumulative which may be used for critical illness in the employee's immediate family. Critical illness in family days will be deducted from sick leave specified in Paragraph A. above. Immediate family includes parents, grandparents, spouse, children, grandchildren, sisters, and brothers. This provision shall not apply to normal illness, medical appointments, or non-critical illnesses. The Principal or Supervisor in his/her sole discretion shall determine whether the absence is due to critical illness in the family.
- D. Personal Business Days - Each bargaining unit employee shall be entitled to three (3) business days per year which may be used for the conduct of personal business which cannot be transacted at times other than when the employee is expected to work. Personal business days will be deducted from sick leave specified in Paragraph A. above. In order to be eligible for personal business days, the employee must give their supervisor at least forty-eight (48) hours advance notice except in cases of emergency as determined by the supervisor. Personal business days shall not accumulate from year to year.

In order to discourage absence from work, the Board shall do the following for those DESPA members with perfect attendance (excluding vacation and bereavement days) in the preceding school year:

Prior to June 30th, a special payroll shall be made and the employee with perfect attendance shall be paid \$50.00 in addition to the equivalent of one day's normal pay. Members who turn in sick days pursuant to the provisions of Article 18 (Holidays) during the Easter or Christmas breaks shall NOT qualify for perfect attendance.

- E. Paid Leave of Absence – At the time an employee requests a paid, planned sick or personal business leave, she/he must provide their supervisor with a written request. Planned absences for paid sick leave time must be submitted in conjunction with a physician's statement, defining the needed leave period. The doctor's statement must certify incapacity of the individual, projected date of recovery from the incapacity if obtainable, and that the incapacity will be continuous throughout the period. The Board of Education shall specify the beginning date and ending date of the leave of absence, if granted.

The foregoing leaves of absence may be extended by the Board of Education in their sole discretion upon application by the employee prior to the expiration date. If the leave of absence previously granted was for medical or health reasons, return to the full employment must be accompanied by a doctor's statement certifying the employee's ability to return to work or if an application for extension, then an additional doctor's statement must be submitted as hereinabove required for the initial application.

- F. Bereavement Days - In addition to sick leave days hereinabove granted, each employee in the bargaining unit shall be granted up to three (3) days per death, non-accumulative, to be used for bereavement and attendance at funerals as a result of a death in the immediate family which shall be defined as parent, grandparent, spouse, child, grandchild, sister, brother, brother-in-law, sister-in-law, father-in-law, and mother-in-law. One (1) day shall be granted for the death of a non-immediate family member.

Bereavement days will not be deducted from sick leave specified in paragraph A above. The employee is expected to give the immediate supervisor as much advance notice of absence as is possible. For purposes of bereavement days only, step parent and step child will be included in the definition of immediate family.

G. Jury Duty - Any bargaining unit member called for jury duty shall be paid the difference between his/her regular compensation and the amount of money he/she shall receive for jury duty except that mileage may be retained by the employee.

H. Full-year building secretaries shall be entitled to vacation as follows:

1 year	40 hours
2 – 3 years	60 hours
4 – 5 years	80 hours
6 – 8 years	120 hours
9 – 11 years	140 hours
12 + years	160 hours

Vacation earned may not accumulate. Employees earning vacation time shall be limited to taking 40 hours of earned vacation while students are scheduled to attend classes.

Employees currently employed will continue the July to July vacation rotation.

New employees (hired after 9-1-94) will use the hiring date as the cycle for accumulation of vacation time. Vacation earned may not accumulate and must be taken within the calendar year that it is issued.

Arrangements for scheduling of full-year building secretaries' vacation time shall be only upon approval of the Building Principal or Superintendent

It is agreed during implementation of this vacation schedule no current bargaining unit member will lose currently earned vacation.

ARTICLE 21 – MISCELLANEOUS

All Members:

The only persons who are permitted to go on field trips are Dundee students (on an approved student list), chaperones, and the assigned driver. Other adults may go as chaperones, if approved by the Superintendent or designee.

All meetings called by supervisors shall be posted forty-eight (48) hours in advance except in cases of emergency or special unforeseen circumstances. Attendance at meetings is mandatory unless prior permission for absence is given. Pay to attend such meetings shall be at the employee's normal hourly rate when held outside normal working hours.

Association representatives, including at least one representative from each of the Classifications, will meet with the Superintendent and other supervisors no less than two (2) times per year to discuss mutual concerns. A meeting may be called by the District or the Association. Agendas will be published no less than seventy-two (72) hours prior to such meetings.

All hourly district employees will be paid rounded up or rounded down to the nearest quarter hour. Appropriate paid travel time will be built into aides' schedules with multiple assignments.

Preapproved mileage will be reimbursed equal to the IRS rate. All mileage requests must be submitted within five school days unless on a specific preapproved annual basis.

Paraprofessionals:

A. On January 8, 2002, the "No Child Left Behind Act of 2001" was signed into law. This law has the following requirements:

All paraprofessionals that are paid with Federal Title I monies must either.

1. Secure an associate's degree or its equivalent
2. Complete a minimum of two (2) years of higher learning
3. Take and pass a locally produced test which will allow the paraprofessional to continue working in Title I programs without meeting the educational requirements in number one (1) and two (2) above.

Any and all fees associated with this test will be paid by the board when the test is taken and passed. Reimbursement will take place only when the test is passed. Paraprofessionals that were working in Title I programs when the "No Child Left Behind Act of 2001" was signed into law have until June 30, 2006 to satisfy the above criteria. Any paraprofessional hired for Title I positions after January 8, 2002 must already have met these educational requirements.

B. All DESPA members hired into the district will be required to meet the qualifications outlined in the job posting as set by the district. For the DESPA members who seek classification 1 positions (except Title I), consideration will be given to experience, certifications, and degrees earned. Title I para-educators will continue to meet the NCLB requirements of holding an Associate's Degree or higher.

C. Paraprofessionals that are required by their supervisor to supervise students will be paid at the playground aide rate.

The supervision duties will be outside of the normal scope of the paraprofessional instructional duties.

The supervision duties may include but are not exclusive to the following: bus duty, door supervision, before school supervision of students waiting to enter school, noon hour supervision, parent teacher conferences, and evening activities.

The rate of pay is not effective if the paraprofessional is performing supervisory duties required of them by their classroom teacher. For example, escorting children to and from areas within the school, escorting children on a field trip, taking children outside for a reward of fulfilling a classroom incentive.

ARTICLE 22 - INSURANCE BENEFITS

A. Health Insurance

The board shall pay eighty percent (80%) towards the full family monthly health premium for MESSA Choices II (PAK A) or equivalent for a full twelve (12) month period full-year building secretaries. The MESSA Choices II (PAK A) or equivalent health insurance coverage will provide for a Saver Rx prescription card, \$20/\$25/\$50 office visit/urgent care/emergency room co-pay and a \$500/1000 deductible to be paid by the employee.

School year secretaries will be eligible for Choices II PAK A or equivalent board paid single subscriber or 75% payment of full family with employees paying 25% (with the Saver RX prescription plan. The board shall pay eighty percent (80%) towards the single subscriber monthly health premium for MESSA Choices II (PAK A) or equivalent for a full twelve (12) month period for school year secretaries.

For those employees electing not to participate in health care coverage in paragraphs 1 and 2 above, the Board will provide an additional \$60,000 term life insurance policy, a vision care program substantially equivalent to MESSA VSP-3, and a \$500 per month stipend (PAK B).

Abortion coverage is not included as permitted by law.

B. Long Term Disability

The Board will provide for a long term disability insurance policy for each full-year building secretary which shall contain at least the following benefits:

After ninety (90) consecutive days of incapacity or the exhaustion of sick leave, whichever is greater, the employee will receive up to 60% of his/her monthly contractual salary exclusive of bonuses and/or overtime up to a maximum of \$1,500 a month. The Board shall be free to determine the carrier so long as the above benefits are present.

C. Dental

The Board will provide for a dental program which shall be substantially equivalent to Delta Dental, Plan C (50/50) for each full year, school year.

D. Vision

DESPA members not receiving benefits as stated in Section A will receive single subscriber VSP-1.

E. Life Insurance

Each bargaining unit member will be eligible for a \$20,000 term life insurance policy with accidental death and dismemberment rider for the term of this agreement.

F. Payroll Deductions

Bargaining unit members not eligible for Board contribution may subscribe to the above benefits upon authorizing payroll deduction subject to approval of the individual carrier.

G. All employee contributions for insurance payments provided for in Sections A-E above shall be by payroll deduction or payment in cash at the time of payroll deduction.

ARTICLE 23 – SCHEDULE OF WAGES

SECTION A.

**CLASSIFICATIONS 1 & 2-1 2-2 – CLASSROOM AIDES, SPECIAL EDUCATION AIDES,
LIBRARY AIDES, LRE**

	2014-2015 2%	2015-2016 1%	2016-2017 1%	2017-2018 1%
<u>CLASSIFICATION 1:</u> Classroom/Library	\$12.25	\$12.37	\$12.49	\$12.61
<u>CLASSIFICATION - 2-1:</u> Playground/Noon/Crossing Guard (Supervision, Bus Duty, Door, Hallway, Cafeteria, Parent Teacher Conference & Evening Activities) Aides hired prior to 8-01-06	\$13.75	\$13.89	\$14.03	\$14.17
<u>CLASSIFICATION – 2-2:</u> Aides hired after 8-01-06	\$12.25	\$12.37	\$12.49	\$12.61

**CLASSIFICATIONS 3-1 AND 3-2 – FULL-YEAR SECRETARIES,
SCHOOL YEAR BUILDING SECRETARIES**

	2014-2015 2%	2015-2016 1%	2016-2017 1%	2017-2018 1%
<u>CLASSIFICATION - 3-1:</u> Full-year secretaries hired before 6-30-02	\$19.41	\$19.60	\$19.80	\$20.00
<u>CLASSIFICATION 3-2:</u> Full-year secretaries & school year secretaries hired after 6-30-02 or later	\$15.72	\$15.88	\$16.04	\$16.20

B. Longevity

Longevity pay in the amount of \$500 will be paid to each DESPA member in the District, after the completion of the 5th year and continuing yearly in like amount according to the following schedule:

5-14 years of continuous service in the District	\$ 500.00
15-18 years of continuous service in the District	\$1,000.00
19-22 years of continuous service in the District	\$1,500.00

And continuing in \$500 increments for the 23rd, 27th, 31st, and 35th years of continuous service with the Dundee Community Schools.

A leave of absence granted by the Board shall not constitute an interruption of service, but the time on leave shall not be counted as service time. Any DESPA member qualifying for longevity payment may receive such payment in one of two ways. First they may have their longevity pay divided evenly amongst their paychecks for the next fiscal year. Or secondly, they may receive their longevity pay in a lump sum. The lump sum option will be paid out in the twenty-second (22nd) payroll of the school year or a special one-time deposit will be issued. Exhibit C (old "D") must be filled out each May and turned into the payroll department prior to the twenty-second pay period of a qualifying year.

C. Errors in Payroll

Errors in payroll made by administration will be corrected in a timely manner. The bargaining unit member will be issued a check within two (2) days from the time the error is brought to the administrator's attention. Payroll mistakes caused by the bargaining unit member will be corrected with the issuance of the next regular payroll check.

ARTICLE 24 - DURATION OF AGREEMENT

This agreement shall be effective as of the 21st day of May, 2014, and shall continue in effect until June 30, 2018. This contract shall not be extended orally between the parties nor shall it be modified or amended unless it shall be written and signed by the parties hereto.

Association

By Elizabeth Collins
Elizabeth Collins, *President*

Dated: 6-3-2014

By Denise Frías
Chairperson of Bargaining Team

Dated: 6-3-2014

Board of Education

By Gregg Keith
Gregg Keith, *Board President*
Dundee Community Schools

Dated: 6-9-14

By Karen Stull
Karen Stull, *Board Secretary*
Dundee Community Schools

Dated: 6-09-14

By Michael B Dodge
Michael B. Dodge, *Superintendent*
Dundee Community Schools

Dated: 6-9-14

CONFIDENTIAL - SECURITY INFORMATION

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**LETTER OF UNDERSTANDING
BETWEEN THE
DEUNDEE COMMUNITY SCHOOLS
AND THE
DEUNDEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

Secretary classification divisions

This letter of understanding pertains to Article 17, Section D in this contract.

It is understood by both parties that Carol Taylor and Judy Henning, Departmental secretaries, Classification 6 are grandfathered to hold their seniority with the secretaries in Classification 5.

All new hires in Classification 6 will be held to the new language in the current contract July 1, 2005- June 30, 2008.


For the District

10-6-09
Date


For the Association

9-15-06
Date


Classification Representative

9-18-06
Date

LETTER OF UNDERSTANDING
BETWEEN THE
DUNDEE COMMUNITY SCHOOLS
AND THE
DUNDEE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Classification 3 qualifications

This letter of understanding pertains to job qualifications for all classification 3 positions.

It is understood by both parties that current members who seek classification 3 positions are required to meet the qualifications outlined in the Master Agreement of 2008/2009-2009/2010, Article 21-Miscellaneous, L.

All individuals hired into the district after December 14, 2009 will be required to possess the qualifications outlined on the job posting, as set by the district, to be qualified for a classification 3 position.

Paula Couture 12-15-09
For the Association Date

Bruce Nelson 12/15/09
For the District Date

Yvonne Cress 12-15-09
Classification Representative Date

DUNDEE COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM (Page 1)

Grievance # _____

Submit to Supervisor/Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP 1

Date Cause of Grievance Occurred: _____

1. Statement of Grievance:

2. Sections/Subsections of Agreement Violated: _____

3. Relief Sought: _____

_____/_____
Signature Date

Disposition of Supervisor/Principal: _____

_____/_____
Signature of Prin./Supr. Date

Disposition of Grievant and/or Union/Association: _____

_____/_____
Signature Date

If additional space is needed in reporting Steps 1, 2, 3 and 4, attach an additional sheet(s).

Distribution of Form
Superintendent
Principal/Supervisor
Association
Grievant

GRIEVANCE REPORT FORM (Page 2)

STEP 2

Date Received by Superintendent:

- A. Date of Hearing with Superintendent:
- B. Disposition of Superintendent or Designee:

_____/_____
Signature Date

C. Position of Grievant and/or Union Association:

_____/_____
Signature Date

STEP 3

Date Submitted to Personnel Committee:

- A. 1. Date of Hearing by Personnel Committee:

Disposition:

_____/_____
Signature Date

STEP 4

Date Submitted to the Board:

- A. 1. Date of Hearing Before the Board:
- B. Board Disposition:

_____/_____
Board President Date

Exhibit B

Dundee Community Schools
Office Support Staff Performance Evaluation

Employee: _____ Date of Employment: _____

Supervisor: _____ Job Title: _____

Rating Scale: 1 = Acceptable 2= Unacceptable
If a score of 2 is recorded, a corrective plan must be detailed.

Skills	Comments	Plan
<p><u>ATTENDANCE</u></p> <p><input type="checkbox"/> Is punctual</p> <p><input type="checkbox"/> Maintains acceptable attendance record</p> <p><input type="checkbox"/> Observes time requirements of job</p> <p><input type="checkbox"/> Other _____</p>		
<p><u>ATTITUDE</u></p> <p><input type="checkbox"/> Is dependable and reliable</p> <p><input type="checkbox"/> Accepts suggestions</p> <p><input type="checkbox"/> Is willing to learn new techniques</p> <p><input type="checkbox"/> Communicates appropriately with others</p> <p><input type="checkbox"/> Upholds district policy</p> <p><input type="checkbox"/> Is cooperative; works well with supervisor and others</p> <p><input type="checkbox"/> Maintains professional relationship</p> <p><input type="checkbox"/> Demonstrates tactfulness with public</p> <p><input type="checkbox"/> Maintains confidentiality</p> <p><input type="checkbox"/> Other _____</p>		

Skills	Comments	Plan
<p><u>INITIATIVE</u></p> <p><input type="checkbox"/> Uses time effectively and efficiently</p> <p><input type="checkbox"/> Dresses appropriately for position</p> <p><input type="checkbox"/> Assists others willingly</p> <p><input type="checkbox"/> Works independently</p> <p><input type="checkbox"/> Seeks clarification or assistance as needed</p> <p><input type="checkbox"/> Reacts appropriately to emergencies</p> <p><input type="checkbox"/> Other</p>		
<p><u>JOB SKILLS</u></p> <p><input type="checkbox"/> Produces quality work</p> <p><input type="checkbox"/> Maintains accurate records</p> <p><input type="checkbox"/> Uses appropriate telephone techniques</p> <p><input type="checkbox"/> Applies organizational skills</p> <p><input type="checkbox"/> Makes visitors feel welcome</p> <p><input type="checkbox"/> Maintains a clean workspace</p> <p><input type="checkbox"/> Demonstrates effective use of office technology</p> <p><input type="checkbox"/> Maintains office supplies & equipment</p> <p><input type="checkbox"/> Performs other duties as assigned</p>		
<p><u>Employee Comments</u></p>	<p><u>Employment Recommendation:</u></p> <p>Reemployment</p> <p>Conditional Reemployment</p> <p>Termination</p>	<p><u>Employee Acknowledgement:</u></p> <p>I have reviewed this document and discussed the content with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation. Sign and date in this box.</p>

Supervisor Signature:

Date:

Dundee Community Schools Paraprofessional Evaluation

Employee: Date of Employment:

Supervisor: Job Title:

Rating Scale: 1 = Acceptable 2= Unacceptable
If a score of 2 is recorded, a corrective plan must be detailed.

Skills	Comments	Plan
<p><u>ATTENDANCE</u></p> <p><input type="checkbox"/> Is punctual</p> <p><input type="checkbox"/> Maintains acceptable attendance record</p> <p><input type="checkbox"/> Observes time requirements of job</p> <p><input type="checkbox"/> Other</p>		
<p><u>ATTITUDE</u></p> <p><input type="checkbox"/> Is dependable and reliable</p> <p><input type="checkbox"/> Accepts suggestions</p> <p><input type="checkbox"/> Is willing to learn new techniques</p> <p><input type="checkbox"/> Communicates appropriately with others</p> <p><input type="checkbox"/> Upholds district policy</p> <p><input type="checkbox"/> Is cooperative; works well with supervisor and others</p> <p><input type="checkbox"/> Maintains professional relationship</p> <p><input type="checkbox"/> Demonstrates tactfulness with public</p> <p><input type="checkbox"/> Maintains confidentiality</p> <p><input type="checkbox"/> Other</p>		

Skills	Comments	Plan
<p><u>INITIATIVE</u></p> <p><input type="checkbox"/> Uses time effectively and efficiently</p> <p><input type="checkbox"/> Dresses appropriately for position</p> <p><input type="checkbox"/> Assists others willingly</p> <p><input type="checkbox"/> Works independently</p> <p><input type="checkbox"/> Seeks clarification or assistance as needed</p> <p><input type="checkbox"/> Other</p>		
<p><u>JOB SKILLS</u></p> <p><input type="checkbox"/> Attends to students' needs</p> <p><input type="checkbox"/> Recognizes individual learning styles</p> <p><input type="checkbox"/> Reports issues to classroom teacher or supervisor</p> <p><input type="checkbox"/> Manages student behavior effectively</p> <p><input type="checkbox"/> Produces quality work</p> <p><input type="checkbox"/> Is familiar with classroom technology</p> <p><input type="checkbox"/> Follows directions</p> <p><input type="checkbox"/> Performs other duties as assigned</p>		

<p><u>Employee Comments</u></p>	<p><u>Employment Recommendation:</u> Reemployment Conditional Reemployment Termination</p>	<p><u>Employee Acknowledgement:</u> I have reviewed this document and discussed the content with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation. Sign and date in this box.</p>
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Supervisor Signature:

Date:

Exhibit D

DESPA Longevity Distribution Form

Name _____ Date _____

Classification

Longevity Year Completed

School Year Completed

Options:

____ Lump Sum of \$ _____
____ On 22nd payroll **OR** ____ paid special one-time-deposit

____ Following Fiscal Year Distribution
Longevity pay will be divided evenly amongst pay periods for the upcoming fiscal year. If resignation occurs during that year, the remainder of longevity pay will be in last paycheck.

Employee's Signature _____ Date _____

<p style="text-align: center;">DESPA SCHOOL YEAR 20__/20__</p>	<p style="text-align: center;">DESPA SCHOOL YEAR 20__/20__</p>
<p>PRESIDENT:</p>	<p>PRESIDENT:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>VICE-PRESIDENT:</p>	<p>VICE-PRESIDENT:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>SECRETARY:</p>	<p>SECRETARY:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>TREASURER:</p>	<p>TREASURER:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>CLASSIFICATION REPRESENTATIVE:</p>	<p>CLASSIFICATION REPRESENTATIVE:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>UNION STEWARD:</p>	<p>UNION STEWARD:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>
<p>UNION STEWARD:</p>	<p>UNION STEWARD:</p>
<p>Telephone:</p>	<p>Telephone:</p>
<p>E-mail:</p>	<p>E-mail:</p>

<p>DESPA SCHOOL YEAR 20__/20__</p>	<p>MEA</p>
<p>PRESIDENT: Telephone: E-mail:</p>	<p>UNISERV DIRECTOR: Chris Dusich 14576 South Dixie Highway, Unit 1 Monroe, MI 48161 Telephone: 734-242-0551</p>
<p>VICE-PRESIDENT: Telephone: E-mail:</p>	<p>MESSA REP: Cynthia Coleman Telephone: 800-292-1934</p>
<p>SECRETARY: Telephone: E-mail:</p>	<p>SECRETARY: Linda Hinesman 14576 South Dixie Highway, Unit 1 Monroe, MI 48161 Telephone: 734-242-0551</p>
<p>TREASURER: Telephone: E-mail:</p>	<p>www.mea.org</p>
<p>CLASSIFICATION REPRESENTATIVE: Telephone: E-mail:</p>	
<p>UNION STEWARD: Telephone: E-mail:</p>	
<p>UNION STEWARD: Telephone: E-mail:</p>	