

Master Working Agreement

**(Summary of Wages, Benefits,
and Working Conditions)**

Between

**Educational Support Personnel (ESP)
NMEA/MEA/NEA**

and the

**Pellston Public Schools
Board of Education**

July 1, 2010 - June 30, 2012

RECOGNITION**Section 1**

- 1.1 The Pellston Public Schools Board of Education of Pellston, Michigan, hereinafter called the "Employer" and the Pellston Educational Support Personnel, NMEA/MEA-NEA, hereinafter called the "Association" hereby enters into the following mutual covenants and agrees with one another as follows:
- A. The Employer hereby recognizes the Pellston Educational Support Personnel Association (PESPA/NMEA/MEA/NEA) as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time custodians, food service, maintenance, secretaries, and paraprofessional employees employed by Pellston Public Schools, but excluding the Superintendent's secretary, all bus drivers, certified teachers, vocationally certified personnel, supervisory, administrative and executive personnel, substitute and temporary employees, and all other personnel of the District.
- B. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947, as amended, this Agreement is entered into to establish wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined for the entire term of this Agreement.
- 1.2 The Association recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination or coercion.
- 1.3 It is contemplated that matters not specifically covered in negotiating this Agreement but of common concern to the parties may be subject to discussion. Any written agreement reached as a result of discussions with the Superintendent and/or the Employer becomes, after approval of the Employer and the Association, an addendum to this Agreement.

MANAGEMENT RIGHTS**Section 2**

- 2.1 The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the

occurs last), authorize the deduction of membership dues (including NMEA, MEA, NEA and any local dues or fees) or representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.

- 3.2 An employee who chooses to join the Association may pay Association dues or representation service fees directly to the Association as provided for by the Association. The Association shall notify the employer of employees who wish to pay directly to the Association in full.
- 3.3 As a condition of employment, an employee shall authorize payroll deduction for Association dues or representation service fees. In such event, the employee (or the Association) shall provide copies of the employee's written payroll deduction authorization to the Employer's Business Office at least two weeks prior to the first instructional day for students. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues and/or fees from each employee's payroll check, beginning with the first employee payroll check in September each year. Such deductions shall be remitted to the Association within twenty (20) work days each pay day.
- 3.4 Pursuant to equal employment opportunity commission guidelines, any bargaining unit member who has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such bargaining unit member shall notify the Employer and the Association of his/her objection. Any bargaining unit member who has a bona fide good faith religious objection must pay the amount equal to the monthly Association dues or monthly representation fee to a non-profit, charitable organization that is active in the Pellston Public School District. The bargaining unit member will supply a receipt to the Employer and the Association showing such contribution to said organization.
- 3.5 The Employer shall not be required to deduct Association dues and/or fees from any employee's pay if the employee's pay is not sufficient to cover those dues or fees (after all legally required deductions have been made) in any pay period.
- 3.6 The Association shall, a minimum of two weeks prior to the first instructional day for students, give written notification to the Employer's Business Office as to the amount of the dues and/or fees. The amount of dues/fees as set by the Association

School Employees Retirement System (MPSERS) for participating employees

- F. Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)
- G. Other deductions as may be required by the express terms of this agreement and/or as may be agreed to in writing by the parties.
- H. Tax sheltered annuities as authorized by the employee.

GRIEVANCE PROCEDURE

Section 4

4.1 The definitions which apply to this section:

- A. A “**grievance**” is a written claim by a bargaining unit member, more than one bargaining unit member, or the Association that there has been a violation, misinterpretation, or a misapplication of the express written terms included in this Agreement.
- B. A “**day**” is a weekday (Monday through Friday) exclusive of Saturday, Sunday, a legal holiday or a vacation period during the regular school year.

INFORMAL LEVEL

4.2 In the event a bargaining unit member believes there is a basis for a grievance, the bargaining unit member shall first discuss the problem with his/her immediate supervisor (or designee as assigned by the immediate supervisor) with the objective of resolving the matter informally. The bargaining unit member may choose to notify the Association of the meeting and have an Association representative present at the meeting.

FORMAL LEVEL I

4.3 If, as a result of the informal discussion with the immediate supervisor, the complaint is not resolved, a formal grievance shall be submitted in writing to the immediate supervisor within then (10) days following the date of the

indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

FORMAL LEVEL III

- 4.7 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at **FORMAL LEVEL II**, or in the event that no decision has been rendered within five (5) days after the meeting with the Superintendent (or designee) at **FORMAL LEVEL II**, the Association may submit the grievance to the Secretary of the Board within five (5) days after receipt of the **FORMAL LEVEL II** response, or within ten (10) days of the meeting with the Superintendent (or designee), if the Superintendent (or designee) does not respond in writing.
- 4.8 Within one (1) month from receipt of the grievance the Board and Superintendent (or a committee of the Board, which committee may include the superintendent) shall consider the grievance.
- 4.9 The Board may hold a hearing, or may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the board more than two (2) weeks after the Board (or a committee of the Board) has conducted a hearing or has otherwise investigated the grievance within thirty (30) days from the date the grievance was submitted to it.
- 4.10 If the Association is not satisfied with the disposition of the grievance by the Board, the grievance shall be taken to mediation as provided by the Michigan Employment Relations Commission. It is agreed that three (3) members of the Board of Education will be assigned by the board to participate in the mediation process.

GRIEVANCE TIME LINES

- 4.11 The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced by the Association and/or grievant to the next step in the grievance procedure within the time limits specified shall be deemed

order to arrive 30 minutes late, and employees may not move the lunch period to the end of the work day in order to leave 30 minutes early without permission from the supervisor.

* Those employees who are currently receiving a paid lunch period in their present positions shall continue to receive a paid lunch period as long as they are in their present classifications. An employee new to any positions held by the above current paid employees in subsection 6.3 shall receive a paid lunch period only if he/she has assigned responsibilities during his/her lunch period.

- 6.4 **Work Breaks:** Each employee shall be entitled to a fifteen (15) minute paid work break each work day for each scheduled four (4) hours of work. The time of the break shall be worked out with the approval of the employee's immediate supervisor. Break times from day to day shall be as uniform as possible for employees. Break times cannot be used to increase the lunch break, delay the start of a work day or allow for an early departure at the end of the work day without permission from the supervisor. Break time can not accumulate from one day to the next.
- 6.5 **Overtime:** An employee who is assigned and/or receives approval to work in excess of forty (40) hours in a work week will be entitled to overtime pay (time and one-half). An employee must have administrative approval prior to working overtime. Overtime shall be offered on a rotating basis by seniority within the classification except for secretaries and clerical employees. Secretaries and clerical employees will be offered overtime when the job necessitates it. With prior supervisory approval, an employee may take compensatory time equal to time and one-half for hours worked in excess of 40 hours per week. Such compensatory time is to be used within thirty (30) days of earning it. Overtime compensatory time may accumulate to no more than 2 days after which the employee shall be compensated at the overtime rate. Special events shall be rotated in the same manner as overtime.
- 6.6 **Callbacks:** Whenever an employee has left work and is then asked to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked but not for less than one (1) hour. Callbacks of less than two hours shall be compensated at the rate of time and one-half.
- 6.7 **Holiday Work:** Employees asked to work on a scheduled holiday shall receive pay for actual time worked. An employee shall be paid for not less

- E. An employee will not be permitted to work more than ten(10) hours in a day or more than forty (40) hours in a week in any combination of jobs unless mutually agreed to by the Employer and the employee.
- 6.11 **Working Alone:** It is understood that an employee may be scheduled to work alone in a school facility. In the event an employee is scheduled to work alone, with no one else in a school facility, the Employer will provide the employee with a means of communication to be used in an emergency.
- 6.12 To assure the health and safety of all employees the parties agree to abide by work standards set forth by MIOSHA.
- 6.13 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such physical force with a student as is necessary only to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.
- 6.14 Bargaining unit members may be required to dispense or administer medication or medically related procedures. In this event, the Board shall designate the person/persons responsible to perform these tasks and have in place procedure to be followed. Violations of these procedures shall be subject to the grievance procedure.

SENIORITY

Section 7

- 7.1 **Probationary Status:** A newly hired employee shall be on probationary status for sixty (60) work days during the probationary employee's initial assignment as a regularly scheduled employee. The probationary period shall be counted from and including the first day of regularly assigned employment. Employment during the probationary period shall be solely at the discretion of the Employer on a day-to-day basis. Employment during the probationary period shall not include any paid holidays or paid sick leave.
- A. Probationary employees may be terminated with or without cause during the probationary period. Probationary employees may be given a five- (5-) day notice of pending termination. The employer reserves the right, at its sole discretion, to terminate a probationary

otherwise expressly agree in writing, or unless emergency circumstances prevent such notification or reporting.

- E. Does not return to work when recalled from layoff, unless emergency circumstances prevent such reporting.
- F. Fails to return to work on the first scheduled working day following termination of any leave of absence without valid reason for failure to return to work.

LAYOFF AND RECALL

Section 8

- 8.1 **Layoff Defined:** Layoff shall be defined as a reduction in the number of positions/hours in the work force. It is understood that the Board may reduce an employee's hours without the layoff provision (Section 8.2).
- 8.2 **Reduction of Hours:** In the event the hours of a bargaining unit position must be reduced due to a change in program, the Employer shall notify the affected employee in writing, 10 work days prior to the effective date of the reduction of the position, that their position is being reduced in hours and the reason for the reduction. The employer will then post the new position with the reduced hours. The affected employee may exercise their seniority rights to displace a lesser senior employee in a position that they are qualified for or they may sign the positing for the newly created position.
- 8.3 **Layoff Notice:** No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) work days prior to the effective date of the layoff.
- 8.4 **Layoff Procedures:** In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected classification. After the layoff of probationary employees in the affected classification, the Employer shall layoff by seniority and qualifications within the affected classification. If qualifications are essentially equal, then layoff shall be by seniority. Qualifications will be defined as the skill level of the employee and the specific work skill needed. The remaining bargaining unit members will then bid on positions by seniority. Employees

Sundays) to apply for the new position or vacancy. The “seven (7) weekdays from the posting date” will be waived for positions posted within seven (7) weekdays of the annual beginning day of school for students. The Employer reserves the right to add up to one (1) hour in regular daily work time to a part-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time and the additional time does not exceed the hours of a more senior bargaining unit member.

- 9.3 If the posting occurs during a time when all employees are not scheduled to work (i.e. summer, vacation periods, layoff, etc.), the Employer will mail such postings to each employee who leaves self-addressed envelopes with the Employer for such mailings. As an alternative, the non-working employee may telephone the Superintendent’s office to inquire about any new postings.
- 9.4 Newly created positions or vacancies shall be posted as to classification, qualifications, type of work, starting date, rate of pay, and time and hours to be worked. It is understood between the parties that night shift positions may be moved to day-time hours during the summer and/or other vacation periods at the discretion of the Employer.
- 9.5 The most highly qualified applicant for a particular vacancy will be selected by the Employer to fill the vacancy, at the sole discretion of the Employer. If qualifications between an external and an internal applicant are the same, the internal applicant shall be awarded the position.
- 9.7 Trial Period: A trial period will apply when a bargaining unit member is promoted within the classification.
 - A. A successful internal applicant will be placed on a twenty (20) work-day trial period which may be extended with the approval of the Superintendent at the new rate of pay commensurate with the new position.
 - B. During the trial period in a new position, the employee may elect to return to his/her former position. The Employer may elect, for cause, to return the employee to his/her former position (“cause” may include the Employer’s assessment that the employee is not performing satisfactorily in the new position).

of the request, including the name(s) of the person(s) making the request.

- 10.6 **Drug-Free Work Place:** The Employer believes it must maintain a drug/alcohol-free environment for students and employees of the District. Therefore, the use, possession, distribution, dispensation or manufacturing of alcohol or an illegal drug (drugs and controlled substances, the possession of which is unlawful pursuant to Federal or State laws) by any support staff employee on school property or at a school function shall be cause for disciplinary action up to and including termination of employment.
- 10.7 **Drug Testing:** The Employer may require any support staff employee to submit to test(s) by licensed professional(s) to determine if the employee has reported to work with alcohol and/or an illegal drug present in his/her body or system, under the following circumstances:
- A. If an administrator or supervisor has reasonable suspicion that the employee is under the influence of alcohol or illegal drug(s) while at work; or
 - B. If a formal written complaint/report is received by an administrator or supervisor which claims that a support staff employee used alcohol or illegal drug(s) on school property, or he/she is believed to be at work on school property while under the influence of alcohol or illegal drug(s), or he/she is believed to be at work on school premises while alcohol or illegal drug(s) are present in his/her body or system. The Employer will respond to the complainant and provide a copy of the response to the employee (except as may be prohibited by law).
- 10.8 Any support staff employee who violates these drug-free workplace subsections of the contract (10.6 & 7) shall be subject to disciplinary action up to and including termination of employment. If the employee is not terminated, the Employer reserves the right to require the employee to satisfactorily participate in a drug assistance or rehabilitation program.
- 10.9 When/if an administrator or supervisor requires a support staff employee to be tested, the administrator shall send the support staff employee to the appropriate professional(s) for the test(s) the administrator or supervisor determines to be appropriate (i.e.: blood, urine or breath), and the cost of the test(s) shall be the responsibility of the District. The employee shall

- 11.3 Leave may be used at the employee's discretion for sick or personal reasons. Twenty-four hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the work day is required for illness (unless the employee provides subsequent notice in writing as to why prior notification was impossible). If verbal notification is not made at least one hour in advance, such notification will be made as early as reasonably possible. Leave time must be used in not less than one (1) hour increments.
- 11.4 Employees shall not be permitted to use a leave day immediately before or after a holiday or vacation period except in unusual or extenuating circumstances, and then only with the written approval of the Superintendent.
- 11.5 Unused sick leave days shall accumulate to a maximum of ninety (90) days.

(Subsections 11.6 through 11.10 apply only to employees hired prior to Sept. 1, 1999):

- 11.6 Each Non-Probationary School-Year Employee shall be credited with nine (9) days of sick leave each year (based on the employee's full-time or part-time assigned work hours, July 1 - June 30). Leave days shall be prorated if for less than a full year.

Employees who regularly work more than the school year, but less than full-year shall receive an additional sick day for each month or portion thereof worked over nine (9) months.

- 11.7 Sick leave may be used for personal illness or personal illness of an immediate family member. "Immediate family member" shall be defined as parents and/or step-parents of the employee or the employee's spouse, the employee's spouse, children, grandparents, grandchildren, or step-children. Employees may also use sick leave for other persons not defined in this section if the person is designated as guardian and is residing within the same household. Sick leave may also be used for special circumstances of illness or death if prior approval by the Superintendent or his/her designee, on a case-by-case basis.
- 11.8 Sick leave days will be credited at the beginning of each fiscal year.

what s/he can accumulate in that school year.

- C. An individual support staff member who utilizes Sick Leave Bank days during a school year must "pay back" days used from their annual sick leave allowance in subsequent years at an annual rate not to exceed four (4) days per year. It will be the responsibility of the support group employee to fully reimburse the Sick Leave Bank for days used if the employee quits or is terminated or moves to another position outside of the support agreement. Individual support staff members and the employer who must contribute on an annual basis to the Sick Leave Bank beginning year total under Section 2 will be assessed contribution days after the required "pay backs" of Sick Leave Bank users have been determined.
- D. If an employee has borrowed days from the Sick Leave Bank and is by action of the Board of Education or designee terminated from district employment, any unreturned days will become part of the termination agreement and days will be restored to the Sick Leave Bank by the Board of Education.

FUNERAL LEAVE

- 11.14 Employees shall be granted up to three (3) days leave for each death in the immediate family without loss of pay for the time lost from regularly scheduled work if such employee attends the funeral. For purposes of this provision, "immediate family" shall include mother, father, brother, sister, spouse, children and step-children, grandparents and grandchildren or step family (i.e. Step father, etc.) of the employee or the employee's spouse.

JURY DUTY

- 11.15 An employee who is summoned and reports for jury duty or court appearance at which time the employee otherwise would have been scheduled to work for the Employer, or is subpoenaed to give testimony before a judicial or administrative tribunal, shall be compensated the difference between his/her daily pay and the pay received for the performance of such obligation (minus any allowable mileage reimbursement). Time lost will not be deducted from any leave time.
- 11.16 In order to receive payment for jury duty or court appearance, an employee must give the Employer prior notice that s/he has been subpoenaed/summoned for such duty and must furnish satisfactory evidence that s/he reported for or performed such acts on the day(s) for which s/he requests payment. An employee is to report back to work if excused from

LONG TERM LEAVES

- 11.22 An unpaid leave of absence exceeding twenty (20) work days or more shall require action by the Board of Education.
- 11.23 Except in an emergency or unusual or extenuating circumstances, written requests for unpaid leaves of absence in excess of twenty (20) work days are to be submitted to the Superintendent at least a full month in advance of the anticipated leave.

ASSOCIATION LEAVE

- 11.24 At the beginning of each fiscal year, the Association shall be credited with three (3) days to be used by employees who are officers or agents of the Association for Association business. The use of these days must be approved by the local Association President. The Association agrees to reimburse the Employer for the total cost of the substitute who fills in for the absent employee. The Association will notify the Superintendent not less than five (5) days in advance of an employee taking such leave. Not more than one (1) employee shall be absent on the same date under the subsection. More employees may be excused at the discretion of the Superintendent.

HOLIDAYS

Section 12

- 12.1 Non-probationary employees shall receive the following paid holidays:
- A. Fourth of July (Regular Employees)
 - B. Labor Day
 - C. Thanksgiving Day
 - D. The Friday after Thanksgiving Day
 - E. Christmas Day
 - F. New Year's Day
 - G. Memorial Day (Regular Employees)

- 14.3 Employees who are required to serve on committees or attend meetings beyond the work day shall be paid \$7.50 per hour for each hour of attendance. This provision does not apply to classes or training sessions the employee requested and received approval to attend.

EVALUATION

Section 15

- 15.1 The Employer will be responsible for evaluating bargaining unit employees once a year.
- 15.2 Forms and criteria used in evaluation will be changed or revised only after requesting input and advice from bargaining unit employees.
- 15.3 Within sixty (60) days of the signing of this agreement, the parties shall mutually establish the criteria for each skill level of each job.
- a. Employees shall only be expected to meet the criteria of the program in which they enrolled.
 - b. Criteria shall be in effect for the life of the contract.
- 15.4 The supervisor will hold a meeting with the employee to go over the evaluation unless the employee waives such a meeting by checking the waiver box on the evaluation form. An employee signature on his/her evaluation document is not intended to indicate agreement with ratings or comments of the evaluator, but merely is to indicate that the employee has knowledge of the content and has received a copy of his/her evaluation. If the employee disagrees with the written evaluation, he/she may submit a written response within ten days and the written response shall be attached to the file copy of the evaluation in question.

COMPENSATION

Section 16

- 16.1 Each employee shall receive an hourly rate of pay based on his/her classification and pay lane ("Entry" or "Experienced").

5. The professional stipend plus rate shall become effective immediately upon successful completion of the program or class.
6. Limited to one request for the life of this contract.

16.5 An employee has the right to request a review of the competence evaluation if s/he is denied a move to a higher level. The review Board shall consist of the Supervisor, the Superintendent and a bargaining unit member appointed by the Association.

16.7 **2010/2011 CLASSIFICATION AND WAGE SCALE:**

<u>Classification</u>	<u>Entry</u>	<u>Experienced</u>	<u>Professional Stipend</u>	<u>Plus Stipend</u>
Food Service	\$ 10.36	\$ 11.11	\$.30	\$.15
Para Professional	\$ 10.96	\$ 11.26	\$.30	\$.15
Cashier	\$ 11.70	\$ 12.01	\$.30	\$.15
Custodian	\$ 11.38	\$ 11.69	\$.30	\$.15
Clerical/Library	\$ 11.70	\$ 12.02	\$.30	\$.15
School/Trans Office Secretary	\$ 12.74	\$ 13.25	\$.30	\$.15
Data Recording Secretary	\$ 14.32	\$ 14.78	\$.30	\$.15
Maintenance	\$ 12.79	\$ 13.01	\$.30	\$.15
Detention	\$ 10.70	\$ 11.06	\$.30	\$.15
Home School Liaison	\$15.00		\$.30	\$.15

*Improvement to the schedule for 2010-11 shall be 0%. Each employee shall receive a stipend payment on the last regularly scheduled pay in June 2011 according the above schedule.

Health Care 20¢ per hour for health care work as identified and approved by administration and PESPA.

be equal to the single subscriber rate Blue Cross/Blue Shield Plan 1 Rx \$10/20 with \$100/\$200 deductible according to the following formula.

- 17.2 Employees will be entitled to a pro rata portion of the total benefits available (including a cash-in-lieu-of-benefits option of a tax deferred annuity) based on the hours that the employee is scheduled to work for the district (including applicable paid holidays) on the first day of the scheduled work year, divided by 2080. An employee assigned additional scheduled hours will be eligible for the additional premium dollars at the beginning of the following fiscal year.
- 17.3 A formula example used to determine pro rata allocation of health care benefits for employees, or used to compute a pro rata portion of total benefits available is listed below (example is for an employee working **A** hours daily and assigned for **B** paid days in the school year):
- A. Daily hours assigned **A** times total paid days scheduled in year **B** equals total annual hours **C** divided by total full-year hours (2,080) equals percentage **D**.
 - B. Multiply the percentage of full-time **D** times the full-year premium (monthly premium times 12 months, or monthly premium X 12 = 100% section 125 annual allocation) as set by insurance carrier for single person health insurance coverage. **D** percent times section 125 allocation = your annual Section 125 allocation.
- 17.4 All employees shall receive Long Term Disability Insurance fully paid by the Board as follows:

66 2/3 of Max Eligible Salary
Maximum Monthly Benefit \$1,500
90 days modified fill
Mental/Nervous Same as Illness
Alcohol/Drug Same as Illness
Freeze on Offsets

DURATION OF AGREEMENT

Section 20

20.1 This Agreement shall be effective as of the date of July 1, 2010, and shall continue in effect until the thirtieth (30th) day of June, 2012.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 8th day of November, 2010.

ASSOCIATION

EMPLOYER

By *Michael J. Z...*
President

By *Kathy Smith*
President

By *[Signature]*
Secretary

By *[Signature]*
Vice-President

By *[Signature]*
Uniserv Director or Designee

By *Constance J. Dedyce*
Secretary

By *Mary G. Freed*
Negotiations Committee Member

By _____
Treasurer

By *Thomas J. Jurek*
Negotiations Committee Member

By *[Signature]*
Trustee

By *[Signature]*
Negotiations Committee Member

By _____
Trustee

By *Shelly L. Tippett*
Negotiations Committee Member

By *Wine J. Sebbe*
Superintendent

Michelle Hoffman

Date: 5/24/11

Date: March 14, 2011

**Pellston Public Schools
Pellston, MI**

Letter of Agreement/Understanding

RE: Health Care Stipend

This Agreement between the Pellston Public Schools Board of Education and the Pellston Educational Support Personnel Association (PESPA) establishes the requirements and criteria for eligible PESPA employees to qualify for a Health Care Stipend:

Qualifying Duties (Assisting Student):

Wiping mouth, blowing nose, etc.	Accident and injury care
Bathroom Assistance	Bloody nose
Exercising arms and legs, etc.	Sick students
Keeping hands out of mouth to prevent breaking crown	Head Lice checks
Putting braces on (SMO's) shoes, boots	Epi-Pen/insulin injections
Transitioning to specials (walking with crutches)	Change bandages
Administering medications	Put on splints & slings
Checking blood sugar (diabetes)	Applying compresses
	Tooth comes out

Qualifying Persons (Staff):

Bonnie Ball	5 hrs 50 min per week
Robyn Farkas	5 hours per week (student medical needs)
Sue Noel	5 hour per week (student medical needs)
Ruth Hunt	10 hours per week (student medical needs)
Shelly Tippett	2.5 hour per week (student medical needs)
Thelma Jurek	1 hour per week (student medical needs)
Miranda McLean	4 hours per week (student medical needs)
Mary Jo Freed	1 hour per week (student medical needs)
Patti McNitt	Head Lice Checks as needed (keep logs)
Coleen Bodzick	Head Lice Checks as needed (keep logs)
Thelma Jurek	Head Lice Checks as needed (keep logs)

It is understood by the parties that this Health Care Stipend shall not be precedent-setting in future negotiations or as a part of any attempt to implement for other support staff employees.

Further, the parties agree that this letter of Understanding/Agreement will expire on the same date as the 2010-12 PESPA/NMEA and Pellston Public Schools Master Agreement.

PESPA/NMEA

Shelly L. Tippett

5/26/11
Dated

BOARD OF EDUCATION

Wing J. Jaffe
For Board of Education

5/26/11
Dated

**Pellston Public Schools
Pellston, MI**

**Letter of Agreement/Understanding
Addendum**

RE: Health Care Stipend

This Addendum shall be added to the Agreement between the Pellston Public Schools Board of Education and the Pellston Educational Support Personnel Association (PESPA), which establishes the requirements and criteria for eligible PESPA employees to qualify for a Health Care Stipend.

This Addendum shall apply to Mrs. Elizabeth Myers, Paraprofessional in the Great Starts Readiness Program at Pellston Elementary School

Elizabeth Myers .5 hrs per week

PESPA/NMEA

Shelly J. Tippett

5/26/11
Dated

Board of Education

Wing Tubbe

5/26/11
Dated