



AGREEMENT

BETWEEN

L'ANSE CREUSE BOARD OF EDUCATION

AND

**L'ANSE CREUSE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

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JULY 1, 2012 - June 30, 2014

L'Anse Creuse Public Schools
36727 Jefferson Avenue
Harrison Township, MI 48045-2917
(586) 783-6300

**L'ANSE CREUSE PUBLIC SCHOOLS
2012-2014
L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION CONTRACT**

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2012-2014 AGREEMENT

between the

**BOARD OF EDUCATION OF THE
L'ANSE CREUSE PUBLIC SCHOOL DISTRICT**

and the

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

THIS AGREEMENT made on February 11, 2013 by and between the Board of Education of the L'Anse Creuse Public School District, Macomb County, Michigan, hereinafter called the "Board" and the L'Anse Creuse Educational Support Personnel Association, hereinafter called the "Association".

WHEREAS the laws of the State of Michigan (Act 379, P. A. 1965) authorize collective bargaining between public employers and their Employees with respect to hours, wages, and terms and conditions of employment.

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

ARTICLE I

ARTICLE I - RECOGNITION

(a) The Board recognizes the L'Anse Creuse Educational Support Personnel Association as the exclusive bargaining representative for all Office Employee Personnel including all Business Office Personnel, Secretaries, and Clerk/ Secretaries employed by the Board, excluding the positions of Administrative Assistant to the Superintendent, Accountant, Director of Finance, Administrative Assistant to the Chief Financial Officer, Benefits Facilitator, Administrative Assistant to Director for Community Relations and Programs, Administrative Assistant to the Deputy Superintendent, two Administrative Assistants to the Assistant Superintendent for Human Resources, Administrative Assistant to the Director for Support Services, Administrative Assistant to the Executive Director of Elementary and the Executive Director of Secondary Education, and the Administrative Assistant for Instructional Support excluded by M.E.R.C. ruling. (10 Administrative Assistant Positions)

The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used hereinafter in this Agreement, it shall mean the person holding that title or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement. Any reference to an administrator in the Agreement shall mean the person holding that administrative position or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement.

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining and negotiating unit as above defined including female and male employees.

(b) Agency Shop

1. Within thirty (30) days of the effective date of this Agreement or within fifteen (15) days after the completion of the probationary period, whichever is latest, each employee, as a condition of employment, shall:

Tender the current membership dues to the Association, or as an alternative, tender a service fee to the Association in such an amount as the Association may prescribe (but in no event shall such amount exceed the current monthly dues required of Association members).

2. After the conclusion of the prescribed time period the Association may certify to the Board the name of any employee who failed to exercise one of the options set forth in 1. above. Such certification shall include a statement of the Association's good faith attempt to inform the employee of the options available and of the employee's refusal to exercise either of them.
3. After receiving the Association's certification, the Board shall notify such employee, in writing, that his/her employment with the school district will be terminated in thirty (30) days. It is understood that payment or authorization of dues or the service fee within the thirty (30) day period shall revoke the termination notice.
4. Any employee dismissed under the provisions of this section and who, at a later date, is rehired shall pay, as a condition of reemployment, all unpaid membership dues or service fees which were due and owing to the Association when such Employee left the District, provided that the Association certifies to the Board, not later than thirty (30) days after such employee's dismissal takes effect, the total amount of unpaid dues or service fees. Such certification shall include a statement of the Association's good faith attempt to collect the amount outstanding and of the employee's refusal to pay.
5. The Association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this section of the Agreement.

(c) Dues Deduction and Service Fee

1. The Board shall deduct Association dues or a service fee from the paycheck of each employee for whom the Association has furnished the employer a signed authorized payroll deduction card.
2. Such deductions shall continue until the employee, in writing, revokes his/her authorization or his/her services with the district are terminated, whichever occurs first.

3. Such deductions shall be made on a bi-weekly basis in equal installments. If a Group A or Group B employee elects to have his/her pay spread over 52 weeks, he/she shall make written notification to the Association President that he/she desires to notify the Payroll Department that no payroll deduction's for Association dues shall be made for months not worked. Said letter shall be counter-signed by the Association President and forwarded to the Payroll Department.
4. All deductions will be forwarded by the Board to the Association Treasurer. The Association President will furnish the employer with the name and address of the Association Treasurer.
5. The Association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this section of the Agreement.

ARTICLE II

MANAGEMENT RIGHTS

(a) Authority of Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the L'Anse Creuse Public School District.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations but not in conflict with the provisions of this Agreement.
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, and subdivisions, buildings, or other facilities.
8. Determine the placement of operations, service, maintenance or assignment of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
11. Determine the policy affecting the selection and training of employees but not in conflict with the provisions of this Agreement.

(b) The above are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

(a) The Board agrees to furnish the Association in response to reasonable requests to the Superintendent of Schools such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the employees.

(b) The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of employees.

(c) Off-street parking facilities shall be provided all employees.

(d) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any employee organization.

(e) An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed three hundred and fifty dollars (\$350.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.

Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

(f) The Association shall have the right to post notices of activities and matters of Association concern on an office bulletin board in each building. The Association will be allowed the use of the inter-district mail service for communication to its membership.

(g) The District will provide fifty (50) paper copies of the contract to the Union. In addition, the contract will be provided in electronic form to the Union leadership and members.

(h) Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the IRS.

(i) Thirty (30) days following the proofing/ratification of the tentative agreement package by both the Board and the Association, the printed contract shall be provided for Association members.

ARTICLE IV

STRIKES

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not instigate, participate in, encourage or support any strikes as defined in Public Act 379 of 1965, Michigan, as amended, against the Board by an employee or group of employees.

ARTICLE V

WORKDAY/WORKWEEK

(a) The workday/workweek for all full time personnel will be standardized (exclusive of lunch time) as follows:

37.5 hours per week or 7.5 hours per day.

(b) Relief time – A full time employee shall be provided a fifteen (15) minute relief period in the morning and in the afternoon. A six (6) hour employee shall be provided one (1) fifteen (15) minute break during the workday.

(c) An employee may request a lunch period of either thirty (30) minutes or forty-five (45) minutes at the beginning of each school year on an annual basis. The determination shall be made by the building and/or immediate administrator.

(d) Employees may leave the building during their lunch period.

(e) Under normal conditions a place will be provided for employees to eat if they choose to eat in the building.

(f) Without reduction in the weekly gross earnings of employees, the uniform work hours for all Group C and Group B regularly scheduled employees during the month of July shall include a one-half (1/2) hour early release time.

(g) By mutual agreement with the immediate supervisor and the Superintendent, a workday flex schedule may be established on an annual basis at the beginning of the school year.

(h) Workweek (Part-time): The Board shall employ no greater than thirteen (13) part-time employees. Part-time employees shall be those employees whose work day is less than the standard workday as defined in this Agreement. Part-time employees shall work six (6) hours **or less** per day according to the Group A work calendar.

The Board shall provide part-time employees all contractual benefits pro-rated on a full time basis.

1. Any additional part-time positions would require mutual agreement by the Association and the Board.
2. All part-time positions will be posted according to procedures outlined in ARTICLE XXIII, VACANCIES, including location and hours of work.
3. A current full time position shall not be reduced to a part-time position without an agreement by the Association and the Board.
4. The Board of Education shall provide to part-time employees not receiving Medical Insurance a monthly stipend prorated in accordance with the

stipend amount listed in Article 13 (a) for four (4) hour employees and for six (6) hour employees, providing members are not a spouse and/or dependent of an employee covered by any district health insurance policy; plus Group Life Insurance protection in the amount of \$30,000 with additional \$30,000 accidental death and dismemberment insurance that will be paid to the Employee's beneficiary.

5. Part-time employees shall be covered by all other Articles in this current Agreement.
6. If a part-time employee is requested to work beyond their contractual workday or workweek, they shall be paid at their current hourly rate for those hours worked up to 40 hours per week.

ARTICLE VI

WORK WEEKS

(a) Group C Employees shall work according to the calendar in Article XXXVIII, CONTRACT CALENDAR.

(b) The number of weeks for Elementary and Secondary Secretaries will be according to the calendar included in ARTICLE XXXVIII, CONTRACT CALENDAR.

(c) The number of weeks for Clerk/Secretary will be according to the calendar included in ARTICLE XXXVIII, CONTRACT CALENDAR.

(d) Group A and Group B Employees who voluntarily work beyond their regularly scheduled work weeks shall be entitled to all benefits (such as vacations, holidays, and sick leave accumulation) as set forth in this Agreement prorated only on the number of weeks worked beyond their regularly scheduled work year.

ARTICLE VII

OVERTIME

(a) Upon the approval of the immediate supervisor, overtime will be paid at the rate of time and one-half. Overtime shall be paid after forty (40) hours per week worked.

1. Sundays – when requested by immediate supervisor - double time
2. Holidays - double time plus regular holiday pay = triple time
3. Paid Days - time and one-half plus regular pay. Paid days off are those days listed on the Agreement calendar schedule and are exclusive of those days designated as Holidays in ARTICLE XI, HOLIDAYS, (page 16) and exclusive of vacation days.

If any employee requests to work on a Sunday or Holiday at their convenience when requested by the employer to work overtime at other times, he/she will be paid at the rate of time and one-half.

(b) An employee shall not be required by his/her supervisor to work through his/her lunch period except in an emergency situation. If so required to work, he/she shall receive time and one-half pay if his/her workday is in excess of eight (8) hours.

(c) Paid days off are days listed in the calendar schedule, ARTICLE XXXVIII, CONTRACT CALENDAR SCHEDULE 2012-2013 and 2013-2014 and are exclusive of those days that are designated as HOLIDAYS, in ARTICLE XI, and exclusive of vacation days. Paid days off shall be paid to seniority employees as they occur.

ARTICLE VIII

Salary Steps are frozen for the 2012-2013 school year

2012-2013	Class				
	1	2	3	4	5
A	10.65	11.18	11.89	12.59	13.35
B	11.18	11.74	12.48	13.22	14.01
C	11.74	12.32	13.10	13.88	14.71
0	12.33	12.94	13.76	14.57	15.45
1	13.58	14.26	15.11	15.99	16.94
2	14.38	15.11	16.01	17.01	18.01
3	15.12	15.88	16.85	17.85	18.92
4	15.74	16.54	17.53	18.53	19.64
5	16.38	17.18	18.20	19.33	20.47
6	17.01	17.86	18.97	20.07	21.29
7	17.70	18.56	19.67	20.87	22.07

Employees will receive a one third step increase for the 2013-2014 school year

2013-2014	Class				
	1	2	3	4	5
A	10.65	11.18	11.89	12.59	13.35
B	10.83	11.36	12.08	12.79	13.57
C	11.37	11.93	12.69	13.43	14.24
0	11.94	12.53	13.32	14.11	14.96
1	12.74	13.38	14.21	15.04	15.94
2	13.84	14.54	15.41	16.33	17.29
3	14.62	15.36	16.29	17.29	18.31
4	15.32	16.10	17.07	18.07	19.16
5	15.95	16.75	17.75	18.79	19.91
6	16.59	17.40	18.46	19.57	20.74
7a	17.24	18.09	19.20	20.33	21.55
7b	17.70	18.56	19.67	20.87	22.07

Note: Group A and Group B employees may request the district to deduct 4/26 or 3/26 of their pay and to be returned to them in 3 or 4 equal payments over the summer months.

If a fiscal year includes 27 pays, the deduction would be 4/27 or 3/27 of their pay to be returned to them in 3 or 4 equal payments over the summer months.

(a) All increments will be paid as follows:

1. Current employees covered by this contract will receive their step increment on July 1st.
2. New employees hired **during the year** will receive their step increment as follows:
 - a. Employees hired between March 1 and June 30 will receive their step increment the following July 1st (1½ years).
 - b. Employees hired between July 1st and February 29 will receive their step increment on the next July 1st date.

(b) All current and new clerical employee salary payments will be made by payroll direct deposit.

ARTICLE IX

CLASSIFICATION TITLES

Group A – Employees shall work a minimum of 179 workdays.

Group B – Employees shall work a minimum of 199 workdays.

Group C – Year round employees shall work a minimum 237 workdays.

Group D – Community Education Employees

CLASSIFICATION 1

(Group)

Office Clerk	(A)	Elementary, Pankow Center
Clerk / Secretary	(A)	Elementary Media Centers (reclassified 10-8-03)
Clerk / Secretary	(A)	Secondary Media Center
Clerk / Secretary	(A)	Secondary Counseling (High School)
Clerk	(C)	Administration, Human Resource
Clerk / Secretary	(A)	Special Education
Office Clerk	(C)	Support Services
Receptionist	(C)	Administration

CLASSIFICATION 2

(Group)

Clerk / Secretary	(C)	Administration (Supt. Office)
Clerk / Secretary	(A)	Special Education
Clerk / Secretary	(A)	Secondary Counseling (Middle School) (reclassified 10-8-03)
Clerk / Secretary	(B)	HS Records, Counseling
Office Clerk	(B)	Food Service
Clerk / Secretary	(C)	Pankow Center
Clerk / Secretary Student & Information Services	(C)	Administration - Business Supervisor (re-class 1-24-11)

CLASSIFICATION 3

(Group)

Bookkeeper/Secretary	(B)	Food Service Supervisor
Secretary	(B)	Child Care Director
Secretary	(B)	Secondary Associate Principal
Secretary	(B)	Youth Home Supervisor
Secretary	(C)	Department of Instruction
Secretary	(C)	Public Relations
Secretary	(C)	Child Care Center
Secretary	(C)	Community Relations
Secretary	(C)	Transportation Supervisor
Secretary / Receptionist	(C)	Maintenance / Warehouse Supervisor
Sub Teacher/Clerical Caller	(A)	Administration

CLASSIFICATION 4

(weeks worked)

Secretary	(B)	Elementary, Secondary Principal
Secretary	(B)	Senior Director for Pankow Center
Senior Accounts Payable	(C)	Business / Operations
Accounts Payable	(C)	Business / Operations (Bldg. & Site)
Junior Payroll Clerk	(C)	Business / Operations
Power School Support	(C)	Business / Operations
Bookkeeper	(B)	HS
Secretary	(C)	Director for Special Education (re-class 2-11-11)

CLASSIFICATION 5

(weeks worked)

Senior Payroll Clerk	(C)	Business / Operations
Bookkeeper	(C)	Business / Operations

The following bargaining unit positions are listed as part of the **1982-1984** contract and have not been addressed by Plante Moran, but are considered as bargaining unit positions by the Association:

Secretary / Receptionist	Business Office
Secretary / Receptionist	Employee & Public Relations Office
Bookkeeping Assistant	Business Office
Secretary	Community Program Office
Secretary	Bld. Planning & Construction Office
Secretary	Director, Department Of Instruction

1993-94 Contract:

Payroll / Data Processing Asst.	(C)	Business / Operations, Class 3.
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1994-97 Contract:

Second Secretary	(C)	Asst. Supt / Personnel, Class 4
Secretary	(C)	Deputy Supt, Class 5
Secretary	(C)	Asst Supt / Comm. Service, Class 5
Junior Accounts Payable	(C)	Business / Operations, Class 4

2009-12 Contract:

Office Clerk	(A)	Payroll
Clerk	(C)	Administration
Clerk/Secretary	(B)	Food Service
Bookkeeper	(B)	Voc/Tech Center
Bookkeeper	(C)	Superintendent Office
Office Clerk		Director for Assessments/Grants
Office Clerk		Director for Non-Instructional
Office Clerk		Asst. Supt./Personnel & Employee Relations
Office Clerk		Director for Special Services
Office Clerk	(C)	Business Supervisor
Office Clerk		HS Principal
Office Clerk	(C)	Special Services
Clerk/Secretary	(C)	T & M Center
Secretary	(C)	Asst. Supt./Personnel

ARTICLE X

PROFESSIONAL RELATIONS COMMITTEE

(a) The Association and the Board mutually agree to establish a Professional Relations Committee to study and discuss matters of interest and concern which fall within the provisions of this Agreement and personnel policies.

(b) The Committee shall not exceed eight (8) members: four (4) from the Association and four (4) from the Administration. The chairpersonship of the Committee shall be shared with one (1) co-chair from the Association and one (1) co-chair from the Board.

(c) The Committee shall meet within ten (10) working days by mutual agreement of the co-chairpersons. The operating procedures, other than those which appear in this article, shall be determined by the Committee and reflected in the minutes of the initial meeting.

(d) The purpose of these meetings shall be to provide an improved working relationship between the parties. Areas for discussion shall include, but not be limited to, the following:

- Job classifications/reclassification
- Potential problems which may become grievances
- District policies
- District and Unit committees
- Layoffs, transfers, promotions, reassignments
- Job responsibilities
- Disabled Employee Accommodations (ADA)

(e) This Committee shall have no power to usurp the language or intent of the Master Agreement. Any changes in the Agreement shall be negotiated in the usual manner between the parties.

(f) In the case of grievable issues, the Association may at the conclusion of a Committee meeting declare that the Professional Relations Committee meeting has replaced step 1 of the Grievance Procedure. All timelines shall then be followed as described in ARTICLE XXXI, GRIEVANCE PROCEDURE of the Master Agreement.

(g) The Board of Education shall have whatever rights as stated under the law in regard to the Americans with Disabilities Act (ADA).

The Board and Association shall convene a meeting of the Professional Relations Committee to discuss what may be necessary to provide a suitable work situation for a disabled employee on a case by case basis.

ARTICLE XI

HOLIDAYS

(a) Seniority employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based upon a normal workday. Probationary employees shall not receive holiday pay until they have completed their probationary period.

(b) The employee must work or be on paid sick leave, or vacation leave the day before a holiday and the succeeding workday after a holiday in order to receive the holiday pay.

(c) Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.

(d) Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

(e) Holidays recognized by this Agreement that fall within the employee's vacation period shall not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day.

(f) Whenever any of the above holidays fall on a day that school is in session, the Employees affected shall work and the preceding or succeeding weekday not a holiday and not a day when school is in session will become the holiday.

(g) If the above is not possible, the two parties shall by mutual agreement determine another weekday that school is not in session to be the holiday for which the affected employees will be paid, and the employees affected will be paid straight time pay for work on the holiday indicated in Section (a) above.

ARTICLE XII

VACATION PERIODS

(a) Employees in elementary and secondary buildings on less than twelve (12) months shall be granted paid days off according to the bargaining unit calendar.

(b) Group C Employees shall be granted days according to ARTICLE XXXVIII, CONTRACT CALENDAR SCHEDULE Section (d) as their paid vacation time.

(c) An employee who is laid off or who resigns (giving two (2) weeks notice as provided in ARTICLE XXVI, RESIGNATIONS), shall receive any unused vacation credit including that earned in the current calendar year.

(d) Illness during scheduled vacations of twelve (12) month employees shall not result in time added to their vacation or vacation pay. Inclement weather closings declared during scheduled vacations for twelve (12) month employees shall not result in time added to their vacation or vacation pay.

(e) Employees with less than 10 years of unit service who are promoted to fifty-two (52) week positions shall receive a prorated vacation based on five-sixth (5/6th) of a day per month employed in their previous position during that school year that the promotion took place.

Group A = 10 months = 8 days

Group B = 11 months = 9 days

ARTICLE XIII

INSURANCE PROTECTION

(a) The Board shall provide the current coverage as attached (Attachment A) to this Tentative Agreement. Upon mutual agreement, the Board and the Association may change the plan and/or riders. The Board will cover the costs of premiums up to the State of Michigan cap for full time employees.

For less than full time employees the contributions shall be as follows:

<u>Hours</u>	<u>District Share of Premium</u>	<u>Employee Share of Premium</u>
Minimum 4 hours*	50%	50%
Minimum 6 hours*	75%	25%
Full Time	100%	0%

Part time employees will pay the above prorated share and 100% of the amount greater than the state mandated cap.

Cash in lieu: All employees opting to receive cash in lieu instead of health insurance must provide documentation of health insurance prior to being eligible for this option.

Two employees (self and spouse) working for the district who are both eligible for health insurance shall elect coverage under one policy only. The employee who does not elect healthy insurance will not be eligible for cash in lieu.

Changes in hours of six (6) weeks or less will not result in changes in insurance District/Employee shares.

In the event the full-time workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

A seventy-five (\$75.00) dollar per month stipend will be paid to members not enrolled in health insurance benefits, providing members are not spouse and/or dependent of an employee covered by any district health insurance policy. Any bargaining unit member receiving a stipend prior to July 1, 1994 will continue to receive the stipend.

(b) Employees who work four (4) or more hours daily, group life insurance protection in the amount of \$30,000.00 with additional \$30,000.00 accidental death and dismemberment that will be paid to the employee's beneficiary. For those employees hired on or after March 5, 1974, who work less than four (4) hours daily, the Board shall provide without cost to the employees, group life insurance protection in the amount of \$10,000.00 with \$10,000.00 accidental death and dismemberment that will be paid to the employee's beneficiary. The provisions of the group policy and rules and regulations for the carrier shall govern as to the commencement and duration of benefits, and all other aspects of coverage.

Note: Any bargaining unit member employed as of July 1, 2006 will be grandfathered into section (b) above should their position be reduced four (4) hours in the future.

(c) The Board shall provide income protection insurance, without cost to the employee, for all full time employees covered under this contract in accordance with the following provisions:

1. Long term disability payments in the amount of sixty-six and two thirds percent (66 2/3%) of salary to a maximum of \$2,500.00 per month shall begin at the end of ninety (90) days of disability and continue until age sixty-five (65) at no cost to the employee in the event of permanent disability.
2. Insurance company to be selected by the Board.

(d) The Board shall provide full payment for full-time employees' comprehensive dental protection to the employee and his/her immediate family as per Attachment "B".

In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time employees on a pro rata basis as follows:

<u>Hours</u>	<u>District Share of Premium</u>	<u>Employee Share of Premium</u>
Minimum 4 hours*	50%	50%
Minimum 6 hours*	75%	25%
Full Time	100%	0%

*Bargaining unit members employed as of July 1, 2006 shall be grandfathered in the above section (d).

All areas of the Agreement where seven and one-half (7-1/2) hour day is indicated will be revised to read full-time.

Changes in hours of six (6) weeks or less will not result in changes in insurance District/Employee shares.

In the event the full-time workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

(e) The Board of Education shall provide each full-time employee and his/her family with MESSA Vision VSP III optical insurance or equivalent.

(f) An employee affected in reduction of staff shall have the opportunity to continue insurance coverage allowable under COBRA and shall pay for all premiums to continue in group policies.

(g) An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(h) After the Board coverage ends, an employee on unpaid leave of absence may pay premiums through the coverage time as regulated by COBRA.

(i) In the event that a National Health Insurance Act becomes law during the period this Agreement is in force, it is agreed that those provisions of the Agreement affected by the new law shall be renegotiated.

(j) Employees of the bargaining unit shall be provided the same liability insurance protection as other employees of the school district.

(k) An employee on Long Term Disability will be covered with health care for two (2) years (calendar) by L'Anse Creuse Public Schools from the point of being placed on Long Term Disability coverage.

ARTICLE XIV

WORKERS' COMPENSATION

(a) Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be supplemented with a sufficient amount to maintain his/her regular salary for a period not exceeding his/her sick leave accumulation. Such accumulation shall be charged only for that portion in excess of the compensation payment.

(b) If an employee is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital within provisions of the

Workers' Compensation Act and shall not result in loss of or reduction in salary for the day of injury and subsequent medical appointments during working hours for said injury.

An employee not having sufficient sick days accumulated shall be advanced sufficient days until Workers' Compensation remuneration applies per the schedule below:

Days of Absence

1-7 days	Deducted from the employee's sick bank.
8-14 days	Covered by Workers' Compensation.
14 days & beyond	All days back to the initial absence shall be covered by Workers Compensation.

(c) Job related accidents must be reported by the employee to his/her supervisor. Every attempt should be made by the employee to file this report within twenty-four (24) hours.

ARTICLE XV

LEAVES WITH PAY

(a) Each employee shall earn one (1) sick leave per month for each month worked. Sick leave is based on the full-time workday and is prorated for less than full-time workday. Any previous accumulation plus one (1) day per month of service shall be allowed for illness or serious illness in the employee's immediate family. (Immediate family shall be interpreted as: Mother, father, spouse, child, sister and brother, or the family unit living in the same household.) When sick leave is exhausted, an employee shall not accrue any more sick leave days unless working.

Probationary employees will accumulate sick leave allowance during their probationary periods, but may use only one (1) sick leave day with pay. Upon attaining seniority they may use the sick leave days accumulated during their probationary period. Unused sick leave shall accumulate to one hundred twenty (120) days. Any sick days accumulated over one hundred twenty (120) days shall be paid to the employee at the end of the fiscal year at the rate of sixty percent (60%) of their daily rate per day of such excess accumulation. Any employee within this Agreement shall be required to provide written evidence from a physician (MD or DO) or Chiropractic Doctor as to the condition of the health of the employee after seven (7) days sick leave are utilized on consecutive working days.

(b) The Board agrees to provide two (2) personal days for each employee in the bargaining unit. These days are intended to be used for necessary business which cannot be conducted other than during school time. Personal days are not cumulative nor charged against sick days. Employees are required to take personal leave days in one-half (1/2) or full-day increments.

1. Immediate notice of the necessity for use of personal leave shall be given to the immediate supervisor.

2. Examples of legitimate leave under this paragraph are:
 - a) Home closing.
 - b) Settling of estate.
 - c) Graduation from high school or an institution of higher learning of children or parents.
 - d) Attend wedding of mother, father, children, brother or sister of employee.
 - e) Other justifiable reasons as determined by the Assistant Superintendent for Human Resources
3. The Assistant Superintendent for Human Resources or designee shall determine the merits of all requests for use of personal leave and may refuse or disallow the use of personal leave if evidence indicates that such action should be taken.
4. An employee who has been employed in the L'Anse Creuse Public School District for one (1) or more years shall qualify to use two (2) days personal leave upon request and subsection #3 above shall not apply, subsection #1 above shall apply except that personal days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in cases of extenuating circumstances and approval by the Assistant Superintendent for Human Resources or designee.
5. Employees who have used three (3) sick days or less in the prior school year may convert personal days to vacation days to be used at their discretion except for parent-teacher conference days or the first and last week of school, the day before or after recesses or holidays.
6. Any unused personal leave days as of June 30 will be added to the individual employee's accumulated sick leave.

(c) Other leaves

1. Court appearances as a witness or in a case connected with the employee's employment or the school shall be a leave of absence with pay not chargeable against the employee's sick leave allowance except:
 - a) In a court action initiated by the employee in which the School District or any of its employees is the defendant acting in an official capacity for the school district.
 - b) If the clerical unit member is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the clerical unit member may use personal leave days, and if necessary sick days for this purpose.
2. Jury duty - The school district shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount paid the employee in ½ day increments if either the employee or the Superintendent is unable to get the employee excused from this duty.

Hours beyond full-time or full-time workweek not included. The Assistant Superintendent for Human Resources can review exceptions on a case-by-case basis.

3. Five (5) days shall be allowed for the death of a member of the immediate family. (Immediate family shall be interpreted as mother, father, spouse, and child). Three (3) days shall be allowed for the death of remaining family members (sister, brother, mother-in-law, father-in-law, or step relations of the employee, or a person living in the employee's household). Two (2) additional days may be allowed if necessary and charged to sick leave. Two (2) days shall be allowed for the death of an employee's grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law and shall be charged to sick leave. Leave days may be non-consecutive and must be used within an eight (8) day period following the death unless there are extenuating circumstances. One (1) day leave may be granted for funerals of others than those persons defined above and will be charged to sick leave. There is a limit of five (5) employees permitted to the same funeral. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

Under proper circumstances, exceptions may be granted by the Assistant Superintendent for Human Resources.

4. The Board shall grant a short-term military leave of absence if an employee is ordered to report for an emergency call-up, such as to quell domestic disorders as prescribed by State and Federal law.

For emergency call-up leaves, as prescribed by State and Federal law, the Board shall pay the difference between the regular pay and the compensation received for said military duty for a period not to exceed one calendar year. After one year the provision under long-term military leave shall apply.

Prior to payment, the employee shall file, in the Human Resource office, a letter from his/her commanding officer stating the period of active duty (dates) and the daily rate of pay for such duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of Reservist or National Guard personnel.

ARTICLE XVI

LEAVES WITHOUT PAY

(a) Upon written request, Leaves of Absence without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year, for medical reasons, both personal illness and illness within the employee's immediate family with proper documentation for need from a physician. Other leaves of absence without pay for reasonable periods of time not to exceed one (1) year may be granted without loss of seniority, for good cause such as educational purposes that would accrue a mutual benefit to both the employee and the employer. Leaves under this section may be extended for like cause, but in any event, seniority will accrue for only one (1) year.

(b) Consent Leaves of Absence may be granted for up to ninety (90) calendar days when in the judgment of the Superintendent such a leave would not have a direct or indirect benefit to the district; simply put, lacking mutuality of benefit to the employee and the District.

An example of such leave would be for travel and should be construed as a "once in a lifetime leave benefit" inasmuch as such a leave would not be consisting of substantial or sufficient reason for interrupting the operational program.

(c) An eligible employee desiring a leave of absence shall submit his/her request to the Human Resource Office at least forty-five (45) days prior to the start of the leave desired. Such request shall be submitted to the Superintendent or designee with a recommendation for action. An employee must make application for leave within the time limit specified, and if the employee does not make timely application, the leave will be deemed to be denied unless the Superintendent or designee deems that there are extenuating circumstances.

(d) Upon written request, leaves of absences for professional improvement without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year.

(e) An employee is required to notify the employer in writing at least thirty (30) days preceding the expiration date of a leave indicating his/her desire to return, to request an extension, or to resign. An employee must make application for reinstatement within the time limit specified, and if the does not provide such notice, he/she shall be deemed to have terminated his/her employment with the district unless the Board deems that there are extenuating circumstances.

(f) To be eligible for a leave of absence the employee must have completed his/her probationary period.

(g) An employee on leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Between 91 days and one year he/she would return to a similar or open position for which qualified. Or he/she may elect to return at the beginning of the next school year.

An employee on leave over 90 days electing to return at the beginning of the next school year will return to an open similar position for which she/he is qualified. To be eligible to return under these conditions the employee must notify the district in writing prior to May 1st of the preceding school year.

If there is not an open similar position, the employee may displace the lowest senior person from the same classification of which he/she was employed when the leave occurred.

If the employee is electing to return from leave after 90 days during the school year, she/he will be assigned to any open position. If there is not a position available, she/he will displace the lowest senior bargaining unit member in any position for which she is qualified. Prior to the beginning of the next school year, the employee may elect to bump the least senior person in the same classification from which they took a leave and is qualified.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they qualify. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Human Resource office at least forty-five (45) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the layoff and recall procedure.

(h) If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.

(i) An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.

(j) Notification of availability to return to duty after a health leave shall be accompanied by a written statement from the employee's physician certifying the fitness of the employee to fulfill the full responsibilities and duties of his/her assignment.

(k) Leave for Association Business - Members of the Association elected to Association positions or selected by the Association to do work which takes them from their employment with the employer shall at written request of the Association receive temporary leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be shorter and such leaves may be renewed upon written request by the Association. No credit on salary schedule, longevity, or accumulated seniority shall be given during this time.

(l) Release time for Association business - In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes or other business leaves

pertinent to the Association affairs, said representatives shall be excused, providing frequency is no more than twenty (20) combined days a year.

(m) Military leaves of absence without salary or benefits shall be granted to any employee who shall be inducted for a tour of military duty to any Branch of the Armed Forces of the United States. Upon returning to employment, an employee who has been on military leave shall be given the benefit of any new increments up to five (5) years, which would have been credited to him/her had he/she remained in active employment with the employer, provided the employee returns to employment as soon as a position for which he/she is qualified becomes available after discharge from military service.

(n) An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(o) After the Board insurance coverage ends, an employee on unpaid leave of absence may pay premiums consistent with COBRA.

ARTICLE XVII

Illness and Disability

(a) Sick day accrual is pro-rated upon the standard work day. The unused portion of sick days shall accumulate from year to year to a limit of one hundred and twenty (120) days.

The leave days may be used by unit employees for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions; medical treatment of the bargaining unit member; or serious illness of a member of the immediate family of the unit employee. (For Sick Leave purposes, unlike Bereavement Leave, the immediate family shall be defined as Mother, Father, Spouse, Child, Sister and Brother, or the family unit living in the employee's household).

(b) If an employee lacks sufficient sick days during the disability period she/he will be placed on leave of absence.

(c) An employee may request a child care leave following a birth for up to one (1) calendar year.

(d) Requests for disability leaves and child care leaves must be made to the Human Resource Office at least sixty (60) days prior to the leave.

(e) An employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment.

(f) The Board of Education may grant an employee adopting a pre-kindergartner a child care leave for up to one (1) year.

(g) If there is any serious illness of a child or parent, a leave may be renewed each year upon written request to the Superintendent of Schools.

(h) Seniority accrues for up to one (1) year while an employee is on unpaid leave of absence.

(i) Probationary employees are not eligible for unpaid leaves of absence.

(j) An employee on a leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Beginning with the 91st day, the employee may return to an open position or one held by a contract employee for which she is qualified or elect to return at the beginning of the next school year.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they qualify. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Human Resource Office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the layoff and recall procedure.

(k) A request for Long Term Disability benefits shall be considered as a request for a medical leave.

An employee receiving Long Term Disability benefits shall be considered to be on a medical leave. Return to work from Long Term Disability shall be covered by previous Section (j) of this provision.

ARTICLE XVIII

PROBATIONARY EMPLOYEES

(a) New employees hired into the bargaining unit shall be considered as Probationary Employees for the first sixty (60) work days of their employment excluding holidays and holiday breaks.

If the sixty (60) day probationary period is not completed by the end of the current school year, the time remaining for its completion shall be served during the next school year.

(b) There shall be no seniority among Probationary Employees. Upon satisfactory completion of the probationary period, the employee's seniority will be computed from the first day of employment in the Association position.

(c) The Association shall represent Probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement and Public Act 379. The

employer shall have the right of discharge or disciplinary action, other than for Association activity, of any Probationary Employee without intervention of the Association.

(d) Health, life, dental and optical insurance benefits, holiday and paid days off shall be withheld during the probationary period. Sick days, and personal days shall accumulate during the probationary period but may not be used with pay until the completion of the sixty (60) work days of employment except as amended by ARTICLE XV, LEAVES WITH PAY, Section (a).

ARTICLE XIX

SENIORITY

(a) The Association shall not represent Probationary Employees for any purpose, except as required by law. Dismissal of a Probationary Employee is not grievable. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of his/her employment in the bargaining unit. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from his/her last hiring date.

(b) If more than one (1) employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the employee's social security account number (SSAN). The employee with the lower number will be the senior employee.

(c) A seniority list will be compiled by the Human Resource office and the Association President, on or about December 1 of each year, containing the employees' names and date of employment in the bargaining unit.

(d) Loss of Seniority - An employee shall lose his/her seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive working days without notifying his/her employer. After such absence, the employer will send written notification to the Association and the employee at his/her last known address, notifying the employee that his/her employment has been terminated; except in extenuating circumstances acceptable to the employer.
4. Failure to return from sick leave and leaves of absence or layoff will be treated the same as item (3) above.
5. Retirement under Michigan Public School s Retirement Fund.

6. Submits a long-term, from six (6) months up to one (1) year, leave request with falsified reasons.

ARTICLE XX

EVALUATION

(a) The evaluation and growth of an employee shall be a continuous process. Probationary employees shall be evaluated a minimum of two times during the probationary period. Employees shall be evaluated annually for the first three (3) years they remain in the same position. The employee shall be evaluated every other year thereafter.

(b) Evaluations shall be conducted by the employee's building and/or immediate administrator and shall be submitted to the Human Resource Office by April 15th of each school year.

(c) It is recognized that signing the evaluation form does not necessarily indicate agreement with the evaluation. In the event that the employee feels the evaluation was incomplete or unjust, the employee may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. Each employee shall be given his/her personal copy of each evaluation at the evaluation conference.

(d) The School District agrees that in the event that it determines, in its sole discretion, to modify the Performance Assessment document as identified in Attachment A", the Association President shall be notified prior to implementation.

ARTICLE XXI

PERSONNEL FILE

(a) Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file in the Human Resource Office exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Assistant Superintendent for Human Resources or designee. A representative of the Association may be requested to accompany the employee in such review.

(b) No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material.

Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.

(c) Past records of a detrimental nature which are four (4) years old will not be taken into account when an employee is being considered for promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee.

(d) Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file. Each employee may provide an updated resume' on an annual basis to be inserted in their personnel file.

ARTICLE XXII

OUTSIDE EXPERIENCE

(a) New employees with previous experience may be given credit up to three (3) years if applicant has worked within the last three (3) years in a like position, or if work experience was not earned within the last three (3) years, the applicant will take a test at the L'Anse Creuse Public School District Human Resource Office to verify skills to qualify for up to three (3) years credit. Such credit will be given only if that experience is deemed by the Board to be of value to the district.

ARTICLE XXIII

VACANCIES

(a) A vacancy will be considered to exist if a current employee resigns, retires, is terminated, is transferred, is promoted, unless said position is eliminated, or if a new position is created and the employer determines to fill such openings.

(b) When an employee within the district is promoted to another position, his/her total work experience shall be reevaluated. In any case, an employee promoted shall remain on the same step but in the new classification pay scale.

(c) Regular vacant positions, which have not been terminated or eliminated, shall be posted and filled within forty (40) working days, except in extenuating circumstances, from the date such positions become vacant.

(d) Management supports a policy of hiring and promoting from within.

(e) The posting will remain posted for a period of five (5) workdays prior to filling such vacancy. Vacancies will be posted on the District website with electronic notice of vacancy to Association President.

(f) Vacancy postings will include the classification of the position, location of work, hours, and will set forth the minimum requirements and duties for the position.

(g) Employees interested in a vacancy will apply for the vacancy using the District on-line application form. Employees are encouraged to attach their reason(s) for applying, together with a listing of employment and/or educational experience, and a brief summary of how they feel their personal qualifications would benefit the District in this position.

(h) When a new position is placed in the unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Association does not agree that the classification and rate are proper, the Board agrees that up to three (3) representatives of the Board will meet with up to three (3) representatives of the Association to negotiate such classification and rate.

(i) Each new hire must pass all the required tests for the posted position.

(j) All current and new clerical members shall follow the negotiated teacher contract language in relation to payment of fingerprinting costs.

ARTICLE XXIV

PROMOTIONS

(a) Promotions, as that term is used herein, shall refer to a move from a lower paid job classification to a higher paid job classification within the Association. Promotions shall be based on seniority, skill, ability, experience, qualifications and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION Appendix B - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern.

(b) An employee promoted under this Article shall be given a sixty (60) work day trial period during which time the employee may decide not to accept the promotion. If so, said employee, may not apply for another promotion within the school district for remainder of that school year. However, such restrictions shall be waived upon written request of a clerical member and written approval from the Association and the District.

During the sixty (60) work day trial period, the employer may determine that said promoted employee does not possess the qualifications necessary for the position.

In either of the above events, the employee shall return to his/her previous position by bumping the employee who was awarded the position vacated by the promoted employee. The displaced employee will follow the same procedures as identified above.

(c) Any employee requesting promotion shall be required to satisfactorily complete the same tests and same other qualifications as a new hire.

ARTICLE XXV

TRANSFERS

(a) Transfer Procedure - An employee shall be given the opportunity to make a lateral or downward transfer should an opportunity occur. However, it is expressly understood that an employee shall not be permitted to make a downward or lateral transfer for temporary vacancies. Transfers shall be based on seniority, skill, ability, experience, qualifications, and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION, Attachment A - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern. In the determination of transfers, the convenience and wishes of the individual employee will be honored based on the above criteria, and in the best interest of the school district.

(b) Any employee who is granted a transfer upon request must remain in this position for six (6) months minimum, or to the nearest semester, school year break before making application for another transfer. A transfer does not prohibit an employee from receiving a promotion.

(c) Transfer of employees - If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit; he/she shall have retained seniority while working in the position to which he/she was transferred. Seniority shall not accumulate while working in the position which is not included in the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. All unit members who have transferred to a position under the employer not included in the unit, prior to June 30, 2007 will be grandfathered with accumulated seniority. These individuals will be included on the association member seniority list.

ARTICLE XXVI

RESIGNATIONS

(a) Any employee desiring to resign shall file a letter of resignation with the Board at least two (2) weeks prior to the effective date. If any employee resigns and gives less than two (2) weeks notice, he/she will **not** be paid for unused vacation or sick leave including that earned in the current calendar year.

ARTICLE XXVII

LAYOFF AND RECALL

A committee consisting of equal members of the District and LCESPA will meet to resolve this language by May 1, 2013. If no agreement is reached by this date, the State mediator will resolve the outstanding issues related to any layoff and recall.

(a) Reduction in the employee work force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. In the event of a layoff, Board representatives shall meet and inform Association representatives of the reductions to be made and shall explain the criteria used for the combining of positions if such combining becomes necessary.

(b) A displaced employee under this Article is an employee whose current position has been eliminated and/or reduced during a layoff and who has sufficient district seniority to maintain employment within the Association.

(c) A laid-off employee under this Article is an employee who does not have sufficient district seniority to maintain employment within the Association at the time of a layoff.

(d) If it becomes necessary for a layoff, non-clerical unit employees shall not displace a unit employee.

(e) Displaced employees must move to an open position in his/her classification. If there is no open position, the displaced employee may exercise his/her seniority rights to bump within the group classification or lower classification. Following the initial bump, the subsequent displaced employee shall bump the least senior employee in the classification and if no position is available in the classification they shall bump the least senior employee in the next lower classification. The member shall not be forced to bump into a position with fewer hours unless no other positions are available. Laid off clerical members will be first offered all clerical sub positions at the sub clerical rate.

(f) During a period of layoff, a seniority employee who bumps into a position in an area that they have never held previously, shall be considered to be in an evaluative performance period for the first sixty (60) consecutive working days of their new employment. Supervision and direction will be provided upon the employee's reasonable requests during this evaluative period. During the evaluative period, the employee will be evaluated, in writing, using the district evaluation form, on the thirtieth (30th) and fiftieth (50th) day.

(g) Employee(s) to be laid off shall be provided at least two (2) weeks notice of the layoff. The Association President shall be given a list of the employee(s) being laid off prior to notification of the employee.

(h) Employees laid off through the procedure as stated in this section shall be maintained on a recall list for a period of one (1) work year.

(i) During the layoff period, the employee retains seniority rights for one (1) year, and the employee shall retain their accumulated sick leave time.

(j) In the event of layoff, the reduced work force shall not be augmented with additional co-op students or outside clerical help. If during the layoff it is necessary to increase the work force on a temporary basis for four (4) or more weeks, qualified layoffs will be given

the first opportunity for the temporary work assignments before outside qualified clerical help is employed. If a laid-off person declines to accept a temporary position of less than four (4) weeks, he/she shall not lose his/her recall rights. The rate of pay for the temporary position for four (4) or more weeks shall be Step 1 of the classification where the work is to be performed.

(k) An employee affected in the reduction of staff shall have the opportunity to continue insurance coverage allowable under COBRA and shall pay for all premiums to continue in group policies.

(l) Laid-off employees shall be recalled in inverse order of the layoff, the most senior Employee shall be recalled to the first opening in the job classification from which the Employee was laid off, or if he/she bumped down from his/her original position in the reduction of the work force before being laid off, to such former position.

(m) Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within five (5) working days after delivery.

(n) If an employee fails to report for recall, he/she shall be considered a quit, unless the employer determines there are extenuating circumstances.

(o) When a bargaining unit position becomes available during a layoff, all laid-off employees remaining on the recall list shall be notified in seniority order.

(p) An employee on leave of absence is subject to the displacement, layoff, and recall procedure.

(q) Refusal of a higher classification will not constitute a quit nor removal from the recall list.

ARTICLE XXVIII

DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

(a) Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).

(b) Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Arbitrary and capricious, as used in Board Policies/Administrative Guidelines, shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.
- The seriousness of the offense or misconduct.

- The employee's prior record.
- The treatment of similarly situated employees.
- The existence of aggravating or mitigating factors.

(c) Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.

(d) Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the employee's personnel file, stamped withdrawn from personnel file, placed in a sealed and dated envelope and forwarded directly to the employee by the personnel office.

(e) An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.

(f) The employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step 3 of the Grievance Procedure.

(g) An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.

(h) The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual administrative management styles.

ARTICLE XXIX

RETIREMENT

(a) In the event of retirement of an employee, the prorated share of any longevity and vacation pay earned but not used as of that date shall be paid in full as a part of the final severance payment.

(b) The Retirement Program for employees follows:

1. To be eligible for benefits under this program, an employee must be entitled to a retirement allowance under the Michigan Public School Employee's Retirement System and must have worked for the L'Anse Creuse Public School District for five (5) years preceding retirement.
2. Any break in employment because of a quit, relative to the five (5) years listed in item #1 above, will nullify those years of service preceding the break. If an employee who has five (5) or more years seniority takes a one (1) year of

unpaid leave of absence, he/she is entitled to the full retirement benefits of this Agreement.

3. Schedule for Retirement Pay:

SCHEDULE FOR RETIREMENT PAY

RETIREMENT PAY FOR UNUSED SICK LEAVE DAYS *				
Percent of Days' Wages at Hourly Rate				
Years of service with LCPS Clerical Bargaining Unit	For 1 st thru 20 th day of accumulated sick leave	For 21 st thru 50 th day of accumulated sick leave	For 51 st thru 90 th day of accumulated sick leave	For 91 st thru 134 th day of accumulated sick leave
5 or more	10%	15%	20%	25%
11 or more	15%	20%	25%	30%
12 or more	20%	25%	30%	35%
13 or more	25%	30%	35%	40%
14 or more	30%	35%	40%	45%
15 or more	35%	40%	45%	50%
20 or more	40%	45%	50%	55%

* Retirement pay for unused sick leave days will be based on the number of hours worked per day at the time of retirement. Employees retiring during the fiscal year and not eligible for payment of the unused sick leave days in accordance with Section (a) of ARTICLE XV, LEAVES WITH PAY, will be paid at the rate stated in column 4 (four) for those days accumulated in excess of ninety (90) days.

4. All employees participating in this retirement program agree to indemnify and hold harmless the L'Anse Creuse Public Schools from any amounts claimed to be properly deductible from the monetary amount awarded, such as claims made against the sum for contribution to the Michigan Public School Employees' Retirement Board, United States of America, the State of Michigan, and any other person or entity.

ARTICLE XXX

LONGEVITY

(a-1) Effective commencing with the 1990-91 contract year, longevity payments will be granted at the rate of 3.0% of gross salary for eight (8) to nine (9) years of service and 5.0% of gross salary for ten (10) to fifteen (15) years of service and 7.0% of gross salary for sixteen (16) or more years of service, all of which have been within the bargaining unit. Said payment shall be made on the first pay of October each year based upon the gross salary which is calculated exclusive of any supplementals or previous longevity payments. In the event of the death of an Employee, the prorated share of any longevity payment earned as of that date shall be paid in full as part of the final severance payment.

(a-2) Effective commencing with the 2012-2013 contract year for employees hired after October 1, 2010; longevity payments will be granted at the rate of 3.0% of gross salary for twelve (12) to fifteen (15) years of service and 5.0% of gross salary for sixteen (16) to nineteen (19) years of service and 7.0% of gross salary for twenty (20) or more years of service, all of which have been within the bargaining unit. Said payment shall be made on the first pay of October each year based upon the gross salary which is calculated exclusive of any supplementals or previous longevity payments. In the event of the death of an employee, the prorated share of any longevity payment earned as of that date shall be paid in full as part of the final severance payment.

All clerical members entitled to longevity will receive a full longevity payment on the first pay of October of each year beginning with October of 2008. Years of service will be calculated as completed by September 30th of each year.

(b) Those persons who took unpaid leaves of absence prior to July 1, 1977, will not have adjustments made for payments of longevity. Beginning July 1, 1977, no adjustment will be made for unpaid leaves of absence of thirty (30) days or less. Those employees who will be absent for more than thirty (30) days will have an adjustment made for the time after thirty (30) days the employee is on the unpaid leave of absence. Unpaid leaves of absence of less than one (1) year do not affect seniority dates for layoff and recall purposes.

(c) It is understood that years of service for the purpose of longevity means continuous service and does not include years of service prior to a quit, but does include leaves of absence only to the extent provided in section (b) above. Except that employees granted longevity prior to July 1, 1977, not in accord with the understanding above will continue to receive longevity based on both their service prior to a quit and subsequent to their return to employment. Any employee who was employed on or after July 1, 1977, will receive longevity based on continuous service in accordance with (b) above.

(d) Longevity dates shall be noted on the seniority list provided to the Association per the provisions of ARTICLE XIX, SENIORITY, Section (b) of this Agreement.

ARTICLE XXXI

GRIEVANCE PROCEDURE

(a) A grievance is a claim, by an employee or a group of employees, made through the Association of an alleged violation, misinterpretation, or application of the Agreement. No grievance shall be processed unless it is presented within seven (7) days of its occurrence or when the employee should have had reasonable knowledge of its occurrence. The grievance procedure shall be the exclusive method for settling grievances as defined herein. The term days, as used herein, shall mean calendar days, excluding holidays specified in ARTICLE XI, HOLIDAYS.

(b) An Association officer and grievant(s) of L'Anse Creuse Educational Support Personnel Association shall be allowed to investigate and discuss grievances without loss of pay for up to one (1) hour per week. Under this provision those involved must notify their immediate supervisors and the President of the Association prior to leaving their work locations.

Step 1

- a) Informal discussion - the employee and/or the Association representative shall discuss the problem of the alleged grievance with the employee's immediate supervisor.
- b) If the decision is not satisfactory to the employee or the Association, the grievance shall be reduced to writing and presented to the immediate supervisor within seven (7) days of the step one meeting. The immediate supervisor shall respond within seven (7) days of receipt of the grievance. The response shall be sent to the Association's designee.

Step 2

- a) If the grievance is not resolved at step one level, the grievance, shall within seven (7) days, be presented in writing to the Assistant Superintendent for Human Resources. The submission shall include the appeal, a copy of the original grievance, and a copy of the decision of the immediate supervisor.
- b) The Assistant Superintendent for Human Resources shall grant a hearing of the grievance within ten (10) days of receipt of the appeal at this step. Not more than ten (10) days following the meeting, the Assistant Superintendent for Human Resources shall advise the Association and the grievant of the decision in writing. Copies of the decision shall be sent to the Association President, the Executive Director, the Association grievance representative and the grievant.

Step 3

- a) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to the Assistant Superintendent for Human Resources, in writing, of its intention to arbitrate. The grievance shall be appealed within fifteen (15) work days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have already agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any employee involved.
- b) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or

rules of the Board unless they are in violation of terms of this Agreement or reasonable working rules, working conditions, or safety.

- c) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice

ARTICLE XXXII

SPECIAL CONFERENCES

(a) A special conference for important matters will be arranged between the Association President and the employer's designated representative upon the request of either party.

(b) Arrangements for such special conferences shall be in writing and shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda.

(c) Agenda items may include, but not be limited to, discussion of complaints, contract misapplications, and general working conditions which may be Agreement violations.

(d) Special conferences shall be held with up to two (2) representatives of the employer and two (2) representatives of the Association except that by prior mutual consent of the parties. Either party may have additional representatives present and the number will be determined by mutual consent. The special conference may be attended by a representative of the Association.

(e) The members of the Association shall not lose time or pay for time spent in such special conferences.

(f) Whenever possible, special conferences shall be scheduled for time periods that do not interfere with the regular school day.

ARTICLE XXXIII

INCLEMENT WEATHER

(a) Any employee who has been notified, requested, and is able to report for work when other employees have been excused under this Article for the day, shall be paid for all hours worked at his/her regular rate of pay in addition to his/her regular pay for that day.

(b) Act of God - If schools are closed, by the Superintendent, due to an Act of God, after the second unpaid "snow day", employees shall be paid their regular day's wages, even though they are unable to fulfill their responsibilities on that day.

Due to the problems attendant when closing schools during the school day due to an Act of God, a sequential time release of personnel will be required and will not be a matter of extra remuneration or compensatory time granted to those released last, or in fact not released until the regular close of the workday.

Such a release timetable will be determined and announced by the Central Office.

ARTICLE XXXIV

TEMPORARY PERSONNEL

(a) A temporary position will be defined as a unit position vacated (exclusive of vacations) for up to ninety (90) workdays. A special conference shall be held with the Association to establish the parameters for special temporary position needs.

(b) Association personnel who fill a temporary position shall receive the pay step of the classification, which will give him/her a raise, along with all benefits as set forth in the current Agreement.

(c) Temporary personnel who become new hires shall not have seniority accrued during temporary employment nor accrue time for longevity purposes.

(d) The school administration will not employ non-Association personnel to perform temporary work normally assigned to Association personnel as long as regular employees are available, without first discussing such an assignment through a special conference as defined in ARTICLE XXXII, SPECIAL CONFERENCE.

(e) Should funds become available for training programs, such as C.E.T.A., the Board will meet and confer with the Association prior to implementing such a program.

ARTICLE XXXV

HEALTH EXAMINATIONS

(a) A health examination may be required of any employee returning from medical leave, pregnancy leave, long-term disability, or Workers' Compensation when it appears to the Board that there is reasonable doubt as to the health of the Employee. Such examination shall be made by an appropriate specialist to be selected by the Board, and it shall be at the Board's expense.

ARTICLE XXXVI

CONTINUING EDUCATION

(a) Continuing Education - Any course deemed to be of value to the school district by the Board, to improve the skills of an employee will be paid by the Board, provided evidence of satisfactory completion of such course is filed with the Superintendent. Such course must have had prior approval of the Superintendent.

(b) Conferences and Workshops - With the recommendation of his/her immediate supervisor, building principal, director and with prior written approval by the Board; an employee may be allowed to attend, without pay deduction, conferences, workshops, or institutes in connection with his/her employment. The Board agrees to provide expenses deemed appropriate; including travel, meals, lodging and registration fees.

(c) Early dismissal days for students and teachers may be used for in-service days for employees in certain classifications or within areas of concern. By way of illustration, the Accountant could in-service employees who do bookkeeping, or the Librarian could in-service the Media Personnel, etc. The Association may make specific requests for in-service which will be considered by Administration. The final decision concerning in-service will be made by the Administration.

ARTICLE XXXVII

ADDITIONS AND DELETIONS

There will be no additions or deletions to this Agreement without mutual consent of the Association and the Board.

ARTICLE XXXVIII

CONTRACT CALENDAR

**L'ANSE CREUSE PUBLIC SCHOOLS
CLERICAL CALENDAR
2012 – 2013 School Year**

July 4, Wednesday	Independence Day
August 13, Monday	Group B clerical employees report for work
August 27, Monday	Group A clerical employees report for work
August 31, Friday	Friday before Labor Day – No School
September 3, Monday	Labor Day – No School
September 4, Tuesday	Classes begin - Full day for all students
November 21, Wednesday	Thanksgiving Eve – No School
November 22, Thursday	Thanksgiving Day – No School
November 23, Friday	Thanksgiving Friday – No School
November 26, Monday	School reopens - full day for all staff
December 21, Friday	Winter recess begins at the end of the day
January 7, Monday	School reopens - full day for all staff
January 21, Monday	<u>In-service</u> – No students
February 15, Friday	Mid-Winter Break-No School
February 18, Monday	Mid-Winter Break-No School
February 19, Tuesday	School reopens – full day for staff
March 29, Friday	Spring Recess begins at end of day
April 8, Monday	School reopens - full day for all staff
May 24, Friday	School closed
May 27, Monday	Memorial Day – No School
May 28, Tuesday	School reopens – full day for all staff
June 6, Thursday	Last day of classes for students
June 6, Thursday	Last day of work for Group A clerical employees
June 20, Thursday	Last day of work for Group B clerical employees

NOTE: The school calendar may be adjusted to accommodate MEAP testing.

Clerical Calendar
2012-2013
Holidays-Paid days off

GROUP					C	B	A	D
Holidays								
July 4	Independence day				x			
Sept. 3	Labor Day Mon.				x	x	x	x
Nov. 21	Thanksgiving Eve				x	x	x	
Nov. 22	Thanksgiving Day				x	x	x	x
Nov. 23	Thanksgiving Fri.				x	x	x	x
Dec. 24	Christmas Eve				x	x	x	
Dec. 25	Christmas Day				x	x	x	x
Dec. 31	New Years Eve				x	x	x	
Jan. 1	New Years Day				x	x	x	x
April 1	Easter Monday				x	x	x	
May 27	Memorial day				x	x	x	x
					11	10	10	
Paid Days Off								
Aug. 31					x	x	x	x
Dec. 26					x	x	x	
Dec.27					x	x	x	
Dec. 28					x	x	x	
Jan. 2					x	x	x	
Jan. 3					x	x	x	
Jan. 4					x	x	x	
Feb. 18					x	x	x	
April 2						x	x	
April 3						x	x	
April 4						x	x	
April 5						x	x	
					8	12	12	
					19 Days	22 Days	22 Days	7 Days
Non Paid Days Off								
Feb. 15	Mid winter break				x	x	x	x
March 29	Good Friday				x	x	x	x
May 24	Before Memorial				x	x	x	x

**L'ANSE CREUSE PUBLIC SCHOOLS
CLERICAL CALENDAR
2013– 2014 School Year**

July 4, Thursday	Independence Day
August 12, Monday	Group B clerical employees report for work
August 26, Monday	Group A clerical employees report for work
August 30, Friday	Friday before Labor Day – No School
September 2, Monday	Labor Day – No School
September 3, Tuesday	Classes begin - Full day for all students
November 27, Wednesday	Thanksgiving Break – No School
December 2, Monday	School reopens - full day for all staff
December 20, Friday	Winter Recess begins at the end of the day
January 6, Monday	School reopens - full day for all staff
January 20, Monday	<u>In-service</u> – No students
February 14, Friday	Mid-Winter Break-No School
February 17, Monday	Mid-Winter Break-No School
February 18, Tuesday	School reopens – full day for staff
April 4, Friday	Spring Recess begins at the end of the day
April 14, Monday	School reopens - full day for all staff
April 18, Friday	Good Friday - No School
April 21, Monday	Easter Monday – No School
May 23, Friday	Memorial recess – No School
May 27, Tuesday	School reopens – full day for all staff
June 6, Friday	Last day of classes for students
June 6, Friday	<u>Last day of work for Group A</u> clerical employees
June 20, Friday	<u>Last day of work for Group B</u> clerical employees

NOTE: The school calendar may be adjusted to accommodate MEAP testing.

Clerical Calendar
2013-2014
Holidays-Paid days off

GROUP					C	B	A	D
Holidays								
July 4	Independence day				x			
Sept. 2	Labor Day Mon.				x	x	x	x
Nov. 28	Thanksgiving Day				x	x	x	x
Nov. 29	Thanksgiving Fri.				x	x	x	x
Dec. 24	Christmas Eve				x	x	x	
Dec. 25	Christmas Day				x	x	x	x
Dec. 31	New Years Eve				x	x	x	
Jan. 1	New Years Day				x	x	x	x
April 21	Easter Monday				x	x	x	
May 26	Memorial day				x	x	x	x
					10	9	9	
Paid Days Off								
Aug. 30					x	x	x	x
Dec. 26					x	x	x	
Dec. 27					x	x	x	
Dec. 28					x	x	x	
Jan. 2					x	x	x	
Jan. 3					x	x	x	
Feb. 14					x	x	x	
April 7						x	x	
April 8						x	x	
April 9						x	x	
April 10						x	x	
April 11						x	x	
April 18					x	x	x	
May 23					x	x	x	
					9	14	14	
					19 Days	23 Days	23 Days	7 Days
Non Paid Days Off								
Nov. 27					x	x	x	
Dec. 23					x	x	x	
Feb. 17					x	x	x	

(a) Paid days off are days listed on the above calendar schedule and are exclusive of those days that are designated as Holidays, and exclusive of vacations. Paid days off shall be paid to all seniority employees as they occur.

(b) Group C employees shall earn a prorated portion of the vacation days identified in any partial year and shall be credited on July 1.

(c) Employees promoted to Group C positions shall receive a prorated vacation based on 5/6th of a day per month employed in the school year the promotion took place.

(d) Group C employees who have completed ten (10) years or longer of employment in the district shall be awarded yearly vacation as follows:

Completion of:

Tenth year	Eleven (11) days
Eleventh year	Twelve (12) days
Twelfth year	Thirteen (13) days
Thirteenth year	Fourteen (14) days
Fourteenth year	Fifteen (15) days
Fifteenth year	Sixteen (16) days
Sixteenth year	Seventeen (17) days
Seventeenth year	Eighteen (18) days

Said vacation shall be awarded on July 1st following the year it is earned.

(e) Employees of the high schools and middle schools may be required to work a different calendar schedule than provided for their classification according to the needs of the employer during the summer months. Such change in schedule will be made provided their building administrator has notified them of such need by April 1. The employee whose schedule has been changed will receive a vacation equal to the summer vacation received by employees who work according to the calendar schedule above. Rearrangement of summer work for Group B employees will not affect their pay for July 4. Those employees who do not work the full Group B work schedule will not be paid for the July 4th holiday.

ARTICLE XXXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of February 11, 2013 and shall remain in full force and effect until the thirtieth (30th) day of June, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by March 15 that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than March 31; unless by mutual agreement another date is agreed to. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XL

SEPARATION CLAUSE

(a) If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES

Name:	Position:
Employee ID:	Location:
Date:	

Key: S – Satisfactory: Adequate or surpassing adequate
 M – Marginal: Close to the lower limit of acceptability
 U – Unsatisfactory: Inadequate and unacceptable (must improve)

A. Professional Responsibilities

1. S M U N/A Completes tasks appropriately and on schedule
2. S M U N/A Initiates tasks without outside directions
3. S M U N/A Composes written communications with appropriate grammar, punctuation, and spelling
4. S M U N/A Demonstrates appropriate typing/computer skills consistent with classification level/responsibilities
5. S M U N/A Exhibits technical ability in operating and maintaining office machines
6. S M U N/A Possesses professional telephone/communication skills
7. S M U N/A Exhibits diplomacy with students, co-workers, staff/community
8. S M U N/A Files and locates materials in an organized manner
9. S M U N/A Demonstrates working knowledge of Microsoft Office products appropriate to classification level/responsibilities

B. Personal Responsibilities

1. S M U N/A Has regard for professional dress, manner and grooming
2. S M U N/A Exhibits self-confidence; is well poised
3. S M U N/A Makes appropriate decisions
4. S M U N/A Accepts constructive criticism and is cooperative
5. S M U N/A Has ability to withstand pressure and remain calm in crisis situations
6. S M U N/A Complies with the requirements of confidentiality for educational and medical records
7. S M U N/A Maintains regular attendance

Comments:

 Appraising Supervisor

 Employee Signature

Date _____

Date _____

Paid Holidays for Employees hired after 3-1-2013						
Year 1:	1	Thanksgiving	2	Christmas	3	New Years
Year 2:	1	Thanksgiving	2	Christmas Eve	3	Christmas
	4	New Years				
Year 3:	1	Thanksgiving	2	Christmas Eve	3	Christmas
	4	New Years	5	Good Friday		
Year 4:	1	Thanksgiving	2	Christmas Eve	3	Christmas
	4	New Years	5	Good Friday	6	Memorial Day
Year 5:	1	Thanksgiving	2	Christmas Eve	3	Christmas
	4	New Years Eve	5	New Years	6	Good Friday
	7	Memorial Day				
Year 6:	1	Thanksgiving	2	Christmas Eve	3	Christmas
	4	New Years Eve	5	New Years	6	Good Friday
	7	Easter Monday	8	Memorial Day		
Year 7:	1	Thanksgiving	2	Friday after Thanksgiving	3	Christmas Eve
	4	Christmas	5	New Years Eve	6	New Years
	7	Good Friday	8	Easter Monday	9	Memorial Day
Year 8:	1	Labor Day	2	Thanksgiving	3	Friday after Thanksgiving
	4	Christmas Eve	5	Christmas	6	New Years Eve
	7	New Years	8	Good Friday	9	Easter Monday
	10	Memorial Day				
Year 9:	1	Labor Day	2	Thanksgiving	3	Friday after Thanksgiving
	4	Christmas Eve	5	Christmas	6	New Years Eve
	7	New Years	8	Fri. of Mid Winter Break	9	Good Friday
	10	Easter Monday	11	Memorial Day		
Year 10:	1	Labor Day	2	Day before Thanksgiving	3	Thanksgiving
	4	Friday after Thanksgiving	5	Christmas Eve	6	Christmas
	7	New Years Eve	8	New Years	9	Fri. of Mid Winter Break
	10	Good Friday	11	Easter Monday	12	Memorial Day

Group C & D employees will follow the same schedule with the addition of July 4 beginning with year one. Maximum number of days group D employees will receive is seven days.

COMMUNITY EDUCATION CLERICAL PERSONNEL

CLERKS (EMPLOYEES WORKING LESS THAN 20 HOURS PER WEEK)

Funeral leave - One (1) day per year with pay shall be allowed as funeral leave

WAGES (less than 20 hours per week):

CLERICAL SALARY STRUCTURE 2012/2013						
2012/2013	Step A	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	8.78	9.22	10.28	11.10	11.91	12.72

CLERICAL SALARY STRUCTURE 2013/2014						
2013/2014	Step A	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	8.82	9.26	10.33	11.10	11.96	12.78

EMPLOYEES WORKING TWENTY (20) HOURS OR MORE PER WEEK

HOLIDAYS Each Employee will receive seven (7) holidays with full pay: Friday prior to Labor Day, Labor Day, Thanksgiving Day, Thanksgiving Friday Day, Christmas Day, New Year's Day, and Memorial Day

Employees hired after March 1, 2013 will receive three paid holidays with an increase of one per year until receiving a maximum of seven (7).

PERSONAL Two (2) days shall be provided for each Employee

LEAVE DAY Restrictions same as all Unit Members

SICK DAYS Each Employee will earn one-half (1/2) sick day per month. Restrictions and accumulations same as all Unit Members

CHILD CARE LEAVE Consistent with all Unit Members

FUNERAL Three (3) days with pay shall be allowed for a death in the immediate family (Immediate family consistent with all unit members). An additional two (2) days may be granted at the sole discretion of the Superintendent or his/her designee

INCLEMENT WEATHER Consistent with other unit members

INSURANCE PROTECTION

The Board shall provide, without cost to the Employee, group life insurance protection in the amount of \$30,000.00 with additional \$30,000.00 accidental death and dismemberment that will be paid to the Employee's beneficiary.

The Board shall provide income protection insurance, without cost to the Employee, for an Employee covered under this Agreement in accordance with the following provisions:

1. Long term disability payments in the amount of sixty-six and two-thirds percent (66 2/3%) of salary to a maximum of \$2,500.00 per month shall begin at the end of ninety (90) days of disability and continue until age sixty-five (65) at no cost to the Employee in the event of permanent disability.
2. Insurance company to be selected by the Board.

The Board shall provide a seventy-five dollar (\$75.00) (pro-rated) per month annuity.

WAGES (more than 20 hours per week):

CLERICAL SALARY STRUCTURE 2012/2013						
2012/2013	Step A	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.36	10.88	11.90	12.62	13.27	13.99

CLERICAL SALARY STRUCTURE 2013/2014						
2013/2014	Step A	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	10.41	10.93	11.95	12.68	13.33	14.05

(a) One time stipend of \$150.00 will be paid to each member (working 20 hours or more) on or before the first pay day of December, 1996.

(b) The following Articles of the Master Agreement are applicable for Community Education Clerical Personnel working twenty (20) hours or more:

ARTICLE

I

II

III

IV

V b, c, d, e, only

X

XIV

XVIII a, b, c only (Probationary Employees)

XIX seniority within the Community Education classification only

XX

XXI	XXXI	XXXIX
XXVI	XXII	XL
XXVIII	XXXIII	
XXIX	XXXIV	
XXXI	XXXV	

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: COMMUNITY EDUCATION CLERICAL PERSONNEL

The Association and the Board of Education agree that the position of Clerk, which falls under the terms of the Master Agreement, APPENDIX "D", COMMUNITY EDUCATION CLERICAL PERSONNEL; shall be changed to reflect the following:

1. the position has been upgraded from forty-three (43) weeks to fifty-two (52) weeks;
2. it shall include ten (10) days of paid vacation;

and

3. it shall include one (1) additional personal day and one (1) additional sick day.

For the Association:

For the Board of Education:

Nancy Nutting, LCESPA President

Larry Rancilio, Assistant Superintendent

Signature page on file

Date: April 4, 1995

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

**RE: TEMPORARY EMPLOYMENT STATUS
TO PERMANENT EMPLOYMENT STATUS**

As per article XXXIV, section C, "Association personnel who fill a temporary position shall receive the pay step of the classification which will give him/her a raise...."

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree that should the temporary position become permanent and the Association member filling the temporary vacancy be the successful applicant for the permanent position, he/she will be placed on that step consistent with his/her Association seniority.

Example: A classification 1, step 5 employee (\$13.44/hour) moves to a temporary classification 2 position. He/she would be placed on step 4, classification 2 (\$13.58/hour) since this would generate a pay raise. If at a later date the position becomes permanent and the same employee is the successful applicant, he/she will be placed on step 5, classification 2. (If the individuals seniority date has occurred during the temporary placement that employee would be at step 6.)

For the Board of Education:

For the Association:

John Armstrong, Superintendent

Nancy Nutting, LCESPA President

Signature page on file
Date: January 11, 2001

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: CLERICAL CHANGES

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following clerical position changes in the Department of Curriculum and Instruction:

- Linda Lohrer will be reassigned as the secretary to the Director of Instructional Support. She will be grand fathered into this position at her current classification V, 52-week bargaining unit member status with the understanding that the position classification would be reevaluated should Linda Lohrer leave.
- Stephanie Brennan will be reassigned at her current classification I, 52-week unit position as .5 of the day in the Assistant Superintendent for Curriculum and Instruction, .5 of the day in Superintendent's office.
- The two non-affiliate positions currently assigned to the Executive Director of Elementary and Secondary Education will be reassigned to the Assistant Superintendent of Curriculum and Instruction and the Executive Director for Student Services and Special Projects. They will remain as non-affiliate positions.

For the Association:

For the Board of Education:

Signature

Signature

Signature page on file
Date: October 4, 2002

LETTER OF AGREEMENT
between
L'Anse Creuse Board of Education
and
L'Anse Creuse Educational Support Personnel Association

RE: RECLASSIFICATIONS

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following clerical position reclassification:

- The elementary media clerk position will be reclassified from a classification II to a classification I.
- Current elementary media clerks will be “grandfathered” as classification II media clerks. They will not be affected by this change. These current individuals are: Suzanne Arnaiz, Kathleen Benedetti, Marilyn Bondy, Nancy Brown, Gail Ehlich, Wanda Peyerck, Nancy Shevela, Karen Smith, Paula Spranger and Jean Volos.
- When these individuals leave the elementary media clerk positions, the vacant position will be posted as a classification I position.
- The middle school counseling clerk position will be upgraded to classification II. These individuals are: Lynn Houbeck, Adele Kuhar, Debra Simpson, and Nancy Chambers.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendent

Colleen Schwark, LCESPA President

Signature page on file
Date: October 20, 2003

LETTER OF AGREEMENT

between

L'ANSE CREUSE PUBLIC SCHOOLS BOARD OF EDUCATION

and

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL

Re: Determination of Seniority

The Association and the Board of Education agree to the following procedure in determining seniority, which is consistent throughout other bargaining units in the district.

- If more than one (1) employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the employee's social security account number (SSAN). The employee with the lower number will be the senior employee.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendent

Colleen Schwark, LCESPA President

Signature page on file
Date: March 22, 2004

LETTER OF AGREEMENT

between

L'ANSE CREUSE PUBLIC SCHOOLS BOARD OF EDUCATION

and

L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL

Re: Article I , (a) Recognition, removal of members from bargaining unit

The Association and the Board of Education agree to the following; the position of Secretary to the Executive Director for Support Services will remain in the Clerical Bargaining Unit. When Wendy Berger, current secretary, leaves this position it will be moved out of the LCESPA unit.

For the Board of Education:

For the Association:

Dr. DiAnne Pellerin, Superintendant

Brenda Florence, LCESPA President

Date

Date

Signature page on file
Date : January 22, 2007

LETTER OF AGREEMENT
Between
L'Anse Creuse Board of Education
And
L'Anse Creuse Educational Support Personnel
LCESP/MEA

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following:

ARTICLE XI – HOLIDAYS

There will be a phase in of paid holidays for new employees hired after March 1, 2013. Each new employee will receive three (3) paid holidays off when hired and gain one (1) paid holiday for each year worked to a maximum of twelve (12). New group C employees will receive four (4) paid holidays when hired and gain one paid holiday for each year worked to a maximum of thirteen (13).

L'Anse Creuse Public Schools

LCESP/MEA

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature page on file
Date : February 11, 2013

LETTER OF AGREEMENT

Between

L'Anse Creuse Board of Education

And

L'Anse Creuse Educational Support Personnel

LCESP/MEA

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following:

ARTICLE XV – LEAVES WITH PAY

(a) Each Employee shall earn .5 day sick leave per month for each month worked. Sick leave is based on the full-time workday and is prorated for less than full-time workday. Any previous accumulation plus .5 day per month of service shall be allowed for illness or serious illness in the Employee's immediate family. (Immediate family shall be interpreted as: Mother, father, spouse, child, sister and brother, or the family unit living in the same household.) When sick leave is exhausted, an Employee shall not accrue any more sick leave days unless working.

Any payout for days accumulated over one hundred twenty (120) days will be suspended from 2012 through 2014.

This article will remain in effect until a successor agreement is bargained and ratified by both parties.

L'Anse Creuse Public Schools

LCESP/MEA

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature page on file

Date : February 11, 2013

LETTER OF AGREEMENT
Between
L'Anse Creuse Board of Education
And
L'Anse Creuse Educational Support Personnel
LCESP/MEA

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following:

ARTICLE XXX – LONGEVITY

Longevity will be suspended for the 2012-2013 school year. Bargaining unit members who have ten (10) or more years of bargaining unit experience and submit a letter of resignation prior to April 1, 2013 will receive 100% longevity payment before May 15, 2013. Resignation must be effective prior to July 1, 2013.

All bargaining unit members will receive one third of their longevity per Article XXX for the 2013-2014 school year.

Longevity will be fully restored in the 2014-2015 school year per Article XXX of the Master Agreement unless a successor agreement is bargained and ratified.

L'Anse Creuse Public Schools

LCESP/MEA

Signature Date

Signature Date

Signature Date

Signature Date

Signature page on file
Date : February 11, 2013

LETTER OF AGREEMENT

Between
L’Anse Creuse Board of Education
And
L’Anse Creuse Educational Support Personnel
LCESP/MEA

The Board of Education and the L’Anse Creuse Educational Support Personnel Association agree to the following:

FURLOUGH DAYS

Beginning with the 2012-2013 school year, all bargaining unit members will receive five furlough days which will be comprised of three (3) unpaid holidays days and two “Act of God” days. The District and LCESPA will identify the unpaid holidays upon ratification of this contract.

6. Clerical members will take two (2) nonpaid furlough days which will be identified as the first two (2) “Act of God” school or building closing days during the 2012-13 school year. Sick days and/or Personal days may NOT be used in lieu of these days. If there are no “Act of God” school or building closing days during the school year prior to Memorial Day, the Friday prior to Memorial Day will be the fourth unpaid holiday for employees hired prior to the ratification of this contract. Pre-approved Vacations days will be maintained as a vacation day.

Additional school or building closing days beyond the first two (2) will be paid according to the contract Article XXXIII.

This article will remain in effect until a successor agreement is bargained and ratified by both parties.

L’Anse Creuse Public Schools

LCESP/MEA

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature page on file

Date: February 11, 2013

LETTER OF AGREEMENT

Between

L'Anse Creuse Board of Education

And

L'Anse Creuse Educational Support Personnel

LCESP/MEA

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to the following:

SUBSTITUTE EMPLOYEES:

1. The district will continue the use of substitute clerical employees in fourteen (14) positions. Substitute employees will be coordinated through a third party contractor. All contracted employees under this agreement must meet the minimum clerical requirements to work for LCPS. *Article XXIV, Temporary Personnel (a); Article XXIII, Vacancies (c)*

(a) The process of the filling of unit positions after the fourteen (14) contracted positions will be as follows:

1. All filled contracted positions will be posted for bargaining unit members in June of each school year.
2. Applicants for the position, whether internal or external must meet the District qualifications to be hired for the open position.
3. If more than one position is vacated on the same date, randomly generated numbers will be assigned to each position. The open position assigned the highest randomly generated number will be the position posted first, the position assigned the second highest number posted second and so on. Randomly generated numbers will be assigned by the Association President and the Assistant Superintendent for Human Resources.

This Article will remain in effect until a successor agreement is bargained and ratified by both parties.

L'Anse Creuse Public Schools

LCESP/MEA

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature page on file

Date : February 11, 2013

**L'Anse Creuse Educational
Support Personnel Association**

By: Kathie Trongo
Kathy Trongo
MEA Uniserv
MEA-NEA Local I

**L'Anse Creuse Public Schools
Board Of Education**

By: Kenneth Hoover
Kenneth Hoover
President
Board of Education

By: Shelley Martin
Shelley Martin
President
Educational Support Personnel
Employees, MEA-NEA, Local 1-6E

By: Donald Hubler
Donald Hubler
Secretary
Board of Education

By: Cheryl French
Cheryl French
Vice President
Educational Support Personnel
Employees, MEA-NEA, Local 1-6E

DATE: MARCH 25, 2013

DATE: _____

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MESSA Choices/Choices II Medical Plan Highlights



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

L'Anse Creuse Public Schools

MESSA Choices/Choices II \$200/\$400 In-Network \$400/\$800 Out-of-Network Deductible \$20 Office Visit MESSA Saver Rx Adult Immunizations (6D)

Health Care Benefits for You and Your Covered Dependents

All services must be **medically necessary** and performed by a qualified provider.

	In-Network	Out-of-Network
■ Deductible Maximum (per calendar year) Applies to all services except preventive care and prescription drugs	\$200 per person / \$400 per family	\$400 per person / \$800 per family
■ Out-of-pocket Maximum (per calendar year) Excludes deductibles, flat-dollar co-payments, charges above the approved amount, charges for services not covered under the plan	None - due to minimal copayments and 100% coverage for most services	\$2,000 individual / \$4,000 Family
■ Lifetime Benefit Maximum	Unlimited	Unlimited
Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Office Visits	\$20 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available)	MESSA Saver Rx	75%, minus the co-payment
Inpatient Hospital <ul style="list-style-type: none"> ■ Semi-private room and board (includes supplies and services) ■ Physician charges 	100%	80% of the approved amount
Surgical Services <i>Includes: surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
Hospital Emergency Room (ER) <i>Co-payment waived if admitted or due to accidental injury</i> <ul style="list-style-type: none"> ■ Hospital Charges ■ ER Physician Charges 	\$50 co-payment	\$50 co-payment
Urgent Care <i>Co-payment waived if services are required to treat a medical emergency or accidental injury</i>	\$25 co-payment	80% of the approved amount
Preventive Care <ul style="list-style-type: none"> ■ Well baby and well child care visits: <ul style="list-style-type: none"> ◦ 6 visits per year through age 1 ◦ 2 visits per year ages 2 through age 3 ◦ 1 visit per year for children ages 4 through age 15 ■ Childhood and Adult Immunizations - As recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics ■ Cancer Screenings ■ Health Maintenance Exams - age 16 through adult, 1 per calendar year 	100% No deductible (Adult Immunizations are covered)	Not Covered (except for mammograms)

DATE PREPARED: February 7, 2011

L'Anse Creuse Public Schools

Type of Service	<i>Continued</i>	
	In-Network Provider <i>(after deductible)</i>	Out-of-Network Provider <i>(after deductible)</i>
Chiropractic Services including Modalities Up to 38 visits <i>(combination of in-network and out-of-network visits)</i> per calendar year	100%	80% of the approved amount
Diagnostic Lab & X-Ray	100%	80% of the approved amount
Radiation & Chemotherapy	100%	80% of the approved amount
Allergy Testing & Therapy	100%	80% of the approved amount
Additional Covered Services <ul style="list-style-type: none"> ■ Medical Supplies and Equipment ■ Ambulance ■ Hearing Care <i>(plan limits apply)</i> ■ Skilled Nursing Facility ■ Hospice ■ Home Health Care ■ Human Organ Transplant - when authorized and performed at an approved facility <i>(plan limits apply)</i> 	100%	100% of the approved amount In-network deductible applies when there is no network for services
Mental Health and Substance Abuse		
Outpatient Care <ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment 	\$20 co-payment \$20 co-payment	80% of the approved amount
Inpatient Care <ul style="list-style-type: none"> ■ Pre-authorization required 	100%	80% of the approved amount
Outpatient Physical, Occupational & Speech Therapy Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of the approved amount

■ **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800-414-2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800-336-0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

In-Network providers bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan co-payment requirements. **Out-of-Network providers** may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, co-payments and **amounts that are in excess of the approved amount** for the services as predetermined by MESSA and BCBSM. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & BCS Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

Life Insurance - \$5,000
 Accidental Death & Dismemberment Insurance (AD&D) \$5,000

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of the MESSA Choices/Choices II Plan. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800-336-0013.

DATE PREPARED: February 7, 2011

Marketing - Rev. 11.18.10

VSP-3 Gold Benefits



Good health. Good business. Great schools.

Panel Providers

When you see a MESSA VSP participating panel provider for services which are covered charges (exam, lenses and frame allowance or exam and contact lenses), the provider bills VSP directly for the covered charges. If the cost of the frames or contact lenses exceeds the maximum benefit allowance specified in the chart below, the member will have to pay the provider directly for excess costs. A directory of MESSA VSP panel providers is available on the Web at www.messa.org >Members>Provider Search - Beta>Find an Eye Doctor - Beta.

Non-Panel Providers (Maximum Reimbursement to Patient)

Non-panel providers are providers who do not participate with MESSA's VSP plan. Benefits for examinations, lenses or frames which are obtained from a non-panel (non-participating) provider are subject to a maximum reimbursement. Members and dependents who choose to see a non-panel provider must pay the provider and submit an itemized receipt to VSP for reimbursement. The member is responsible for the difference. The reimbursement will be limited to the maximum amount for each covered charge as indicated in the chart below.

Features	VSP-3 Gold Panel Provider	VSP-3 Gold Non-Panel Provider
Exam Deductible		
■ Optometrist	No Deductible	\$35 max
■ Ophthalmologist		\$45 max
Contact Lens Allowance (includes exam)		
■ Cosmetic (Elective)	\$135	\$115 max
■ Disposable		
Frame Allowance	\$130*	\$55 max
Lenses		
■ Single Vision		\$ 38 max
■ Bifocal	Covered	\$ 60 max
■ Trifocal		\$ 72 max
■ Lenticular		\$108 max
Extra Lens Features		
■ Pink #1 or #2 tint	Covered	
■ Rimless		**
■ Oversize		
■ Blended		
■ Progressive	Not Covered	
Tinted		
● Tinted Single Vision		\$ 42 max
● Tinted Bifocal	Covered	\$ 70 max
● Tinted Trifocal		\$ 84 max
● Tinted Lenticular		\$118 max
Polarized		
● Polarized Single Vision		\$ 56 max
● Polarized Bifocal	Covered	\$ 90 max
● Polarized Trifocal		\$110 max
● Polarized Lenticular		\$138 max

*The frame allowance is the total maximum frame benefit payable for each insured person in each year.

**Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The patient is responsible for paying the cost of materials and services above the maximum reimbursement amount. The frame allowance for VSP-3 Gold for materials provided by a panel provider is adjusted periodically based on the average wholesale frame allowance as determined by VSP.

**Delta Dental Premier
Summary of Dental Plan Benefits
For Group#0000755-0007
L'ANSE CREUSE PUBLIC SCHOOLS**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

Control Plan - Delta Dental Plan of Michigan

Benefit Year - June 1 through May 31

Covered Services -	Plan Pays	You Pay
Class I Benefits		
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	75%	25%
Emergency Palliative Treatment - Used to temporarily relieve pain	75%	25%
Radiographs - X-rays	75%	25%
Class II Benefits		
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	75%	25%
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	75%	25%
Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth	75%	25%
Relines and Repairs - Relines and repairs to bridges and dentures	75%	25%
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	75%	25%
Major Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns)	75%	25%
Class III Benefits		
Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures)	50%	50%
Class IV Benefits		
Orthodontic Services (to age 19) - Used to correct malposed teeth (for example, braces)	75%	25%

- ~ Oral exams, prophylaxes (cleanings), and fluoride treatment (to age 19) are payable twice in any period of 12 consecutive months.
- ~ Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays are payable once in any five-year period.
- ~ Composite resin (white) restorations and porcelain crowns are not Covered Services on posterior teeth.
- ~ Implants and related services are not Covered Services.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you're outside of the United States through our Passport Dental program. This program gives you access to the International SOS Assistance (I-SOS) worldwide network of dentists and dental clinics. English-speaking I-SOS operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - \$1,000 per person total per benefit year on Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$750 per eligible person.

Deductible - None.

Waiting Period - Employees who are eligible for dental benefits are covered on the first day of employment.

Eligible People - All Office Personnel of the Contractor and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your legal spouse and your dependent children.

If you and your spouse are both eligible under this contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits. The Contractor pays the full cost of this plan.

Benefits will cease on the last day of the month in which the employee is terminated.

Revising effective June 1, 2008 to change Covered Services.