



MASTER AGREEMENT
2009—2013

The Grosse Pointe Public School System

The Grosse Pointe Educational Support Personnel Association/MEA

*389 St. Clair
Grosse Pointe, Michigan 48230*

**AGREEMENT BETWEEN THE
GROSSE POINTE PUBLIC SCHOOL SYSTEM
AND THE
MEA/MESPA/GPESPA**

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This agreement entered into this 22nd day of November, 2010, between the Board of Education of the Grosse Pointe Public School System hereinafter called the "BOARD" and the Michigan Education Association/Michigan Educational Support Personnel Association/Grosse Pointe Educational Support Personnel Association hereinafter called the "ASSOCIATION".

ARTICLE I

RECOGNITION

PURPOSE

1.0 The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

DEFINITIONS

1.1 BOARD shall mean the Board of Education of The Grosse Pointe Public School System.

1.2 ASSOCIATION shall mean the Grosse Pointe Educational Support Personnel Association.

1.3 EMPLOYEE shall mean any member of the bargaining unit.

1.4 ADMINISTRATOR/SUPERVISOR shall mean any employee of the Board who holds an administrative position or supervisory position.

1.5 In the construction of the words used in this agreement whenever the singular is used, it shall include the plural; whenever the feminine is used, it shall include the masculine.

RECOGNITION OF THE ASSOCIATION

1.6 The Board recognizes the MEA/MESPA/GPESPA as the bargaining representative for all full time instructional assistants, library media assistants, high school hall monitors and high school parking lot attendants including those in the above classifications who are regularly scheduled to work three (3) or more hours per day, but excluding supervisors and all other employees. If an employee's hours are involuntarily reduced by the Board to less than 3 hours per day, they shall remain members of the Association.

SCOPE OF AGREEMENT

1.7 It is mutually agreed that this Agreement represents the complete agreement between the parties. However, matters not specifically covered by this Agreement, which affect wages, hours or other conditions of employment, may be discussed upon mutual agreement of the parties.

BOARD RIGHTS

1.8 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1.9 to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;

1.10 to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

1.11 to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment;

1.12 to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

1.13 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE II***ASSOCIATION MATTERS*****ASSOCIATION USE OF SCHOOL FACILITIES**

2.0 The Association may use available school facilities without charge for GPESPA meetings upon securing the approval of the appropriate administrator.

ASSOCIATION USE OF INTER-SCHOOL MAIL SERVICE

2.1 The Association shall have the right to use the inter-school mail service, including electronic mail, to communicate with its members, provided that all materials sent are clearly identified and the Association accepts all responsibility for such materials.

SCHOOL EQUIPMENT

2.2 The Association may make reasonable use of school equipment and supplies at times and under procedures approved by the building administrator. The Association agrees to reimburse the Board for damage to equipment used by it and for any materials consumed.

ASSOCIATION REPRESENTATIVES

2.3 It is agreed that not more than one representative per building shall be recognized by the Board as the official representative of the Association for all employees in that building. Representatives shall be employees of the school system. The Association shall immediately identify to the Assistant Superintendent of Human Resources and building administrator the names of employees selected as association representatives.

2.4 All Association business conducted by the representative shall be outside the scheduled working day except as otherwise authorized by the building administrator. The representative shall perform his/her duties as representative without interference with his/her own job functions or the job functions of other employees.

RELEASE TIME—ASSOCIATION

2.5 At the beginning of each school year, the Association shall be authorized twenty (20) days to be used by designated representatives or officers of the Association to participate in area, state or national activities of the Association which benefit the school system. The release time will be with pay and the Association agrees to assume one-half of the costs of substitutes if they are necessary. A written request for such release time shall be submitted to the appropriate administrator not less than 48 hours in advance of the start of the activity. The appropriate administrator for the President of the GPESPA is the Human Resources Assistant Superintendent. Upon request to the Human Resources Assistant Superintendent, additional time beyond the twenty (20) days may be granted.

INFORMATION

2.6 The Board shall make available, upon reasonable request, information relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement as provided by law.

PAYROLL DEDUCTIONS

2.7 The Board agrees to deduct from the salaries of employees dues or agency shop service fees for the Association, when voluntarily authorized in writing by each employee desirous of having his/her dues deducted. Dues will be deducted from September through the first pay in June.

2.8 Individual authorization forms shall be furnished by the Association and, when executed, filed with the Business Office.

2.9 Authorizations filed with the Business Office shall become effective within thirty days after the filing of such authorizations.

2.10 Authorizations once filed with the Business Office shall continue in effect until revoked in writing by the employee and filed with the Business Office.

2.11 Dues or agency shop service fees shall be deducted in equal installments, beginning with the first September paycheck of each year.

2.12 The Association shall, at least sixty days prior to September 1 of each year, give written notification to the Business Office of the amount of its dues which are to be deducted in that year under such authorizations. The amounts of the deductions for these dues shall not be subject to change during that entire year.

2.13 Dues or agency shop service fees deducted shall be sent to the Association under procedures to be established by the Board's Business Office.

2.14 The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

2.15 The Board agrees to make voluntary payroll deductions, upon written authorization, from the salaries of employees for the following: United Foundation, Tax Deferred Annuities, and Michigan First Credit Union; and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board's Business Office.

AGENCY SHOP

2.16 On or before thirty (30) days of employment, all employees shall, as a condition of employment, become members of the Association or pay the Association a fee equal to the amount certified by the Association which shall be in accordance with law. The Association agrees to explain to any employee who is an agency fee payer his/her legal rights as determined by the courts.

2.17 Employees shall make full payment directly to the Association or authorize payment to the Association through payroll deduction in the same manner as provided in paragraphs 2.7-2.15 above. Forms for such authorization shall be provided by the Association.

2.18 In the event the employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.2777 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

2.19 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

2.20 The Employer gives timely notice of such action to the Association and permits the Association intervention as a part if it desires;

2.21 The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and

2.22 The Association shall have complete authority to compromise and settle all claims which it defends under this section.

2.23 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Agency Shop section of Article II. This does not, however, include any liability for unemployment compensation paid under the Michigan Employment Security Act.

2.24 In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges agrees not to discriminate between various persons who may have refused to tender the Agency Shop fee.

2.25 The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees, arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any cost of damages which may be assessed as the result of said suit or action.

2.26 The Board shall conduct a hearing within thirty (30) days after receipt of the charges filed by the Association. If the Board finds there has been compliance with the appropriate provisions of the Agreement and applicable law, it shall issue, within ten (10) days after the hearing, a notice of discharge. The discharge shall become effective after all appeals to the courts and/or administrative agencies have been exhausted.

2.27 It is expressly understood that any employee hired prior to October 11, 1983 shall not be subject to this Agency Shop provision.

PERSONAL PROPERTY OF EMPLOYEES

2.28 The Board shall reimburse an employee, in any amount not to exceed \$400 for loss, damage, theft, or destruction, while on duty of personal property of a kind normally worn or brought into the school building, when the same has not been caused by negligence of the employee.

2.29 All employees shall have a lockable space for personal items made available to them at their work site.

ARTICLE III

GRIEVANCE PROCEDURE

3.0 DEFINITION—A grievance is a complaint by an employee or a group of employees that there has been a violation of any expressed provision of this Agreement or established board policy affecting bargaining unit members.

3.1 PROCEDURE—Grievances shall be presented and adjusted according to the following procedure:

3.2 INFORMAL CONFERENCE—Prior to invoking the grievance procedure at Step 1 an employee who has a complaint shall informally discuss the matter with his/her building administrator. The request for a meeting to discuss the matter must be made within ten (10) school days following the act or condition which is the basis of the complaint. The building administrator shall make arrangements to hold a meeting within five (5) school days of the employee's request and shall make his/her decision known within five (5) school days after the meeting.

3.3 STEP ONE—In the event the matter is not resolved informally, a written grievance may be filed with the building administrator within five (5) school days after being advised of the decision at the informal stage of this procedure. Within five (5) school days after receiving the grievance, the building administrator shall state his decision in writing, and shall furnish a copy to the aggrieved party.

3.4 STEP TWO—Within five (5) school days after receiving the decision of the building administrator, the aggrieved party may appeal to the Assistant Superintendent of Human Resources. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. Within ten (10) school days after receipt of the appeal, the Assistant Superintendent of Human Resources will meet with the aggrieved party to consider the grievance. Any person having knowledge of this matter may be required to attend this meeting as a witness. A written decision on the matter shall be given to the aggrieved party and the Association within five (5) school days after the meeting.

3.5 STEP THREE—Within sixty (60) calendar days after receiving the decision of the Assistant Superintendent of Human Resources, the Association may submit the grievance to arbitration upon written demand to the Board. If a demand for arbitration is not made upon the Board within said sixty (60) day period, the grievance shall be deemed settled on the basis of the last answer of the Board in Step Two.

3.6 Deleted

3.7 The voluntary labor arbitration rules of the American Arbitration Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

3.8 In connection with the arbitration of any grievance hereunder the following rules shall apply:

3.9 In no event shall an arbitrator be empowered to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement. His power shall be limited to determining whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement or established personnel policy and he shall have no authority to substitute his judgment for that of the Board. Moreover, he shall not imply obligations and conditions binding upon the Board from this Agreement; it being expressly understood that any matter not specifically set forth in this Agreement remains within the reserved rights of the Board. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.

3.10 He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement so there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

3.11 Both the arbitrability and the merits of any grievance may be jointly considered by the arbitrator. The Arbitrator's decision shall be final and binding upon the District, the Association and the Building Administrator(s) involved.

3.12 Any grievances not advanced to the next Step by the Association within the time limit in that Step shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Association in writing; then the new date shall prevail.

3.13 The Board shall not be required to pay back wages of more than ten (10) working days prior to the date a grievance is filed by invoking the informal conference (paragraph 3.2).

3.14 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.

3.15 No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designed as a representative grievance by mutual written agreement by the parties.

3.16 Deleted

3.17 No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievance for hearing and decision, or unless the arbitrator directs the consolidation of two or more grievances submitted to arbitration arising out of the same incident and involving similar questions of dispute.

3.18 The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be paid by the losing party.

GENERAL PROCEDURES

3.19 All complaints and appeals must be in writing. They shall contain a specific but concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement which have allegedly been violated, the date of the alleged violation, the specific nature of the relief requested and, shall be signed and dated by the employee involved. Forms for filing grievances and taking appeals shall be formulated by the Board and the Association. However, the availability of said forms to employees shall be the responsibility of the Association.

3.20 Any employee may present a grievance for adjustment without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

3.21 There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.

3.22 Failure of an administrator to report any decision within the specified time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure. Failure of an employee to file a grievance or appeal within the specified time limit at any step of the grievance procedure shall constitute a clear and specific denial by the Board and administration of the merits of such grievance or appeal.

3.23 At the request of an employee an Association Representative may be present at all grievance meetings held under this procedure.

3.24 The following matters, among others specified elsewhere in this Agreement, shall not be subject to arbitration under this grievance procedure:

- The termination or discipline of a probationary employee.
- The provisions of any insurance contracts and/or policies provided pursuant to this Agreement.
- Employee evaluations.
- Any matter set forth in this Agreement which is covered by a state or federal statute and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the arbitration procedure to employees who have one or more administrative remedies available to them outside of the scope of this Agreement.

ARTICLE IV

PROVISIONS AFFECTING EMPLOYMENT

EMPLOYEE RESPONSIBILITY

4.0a It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation and conduct of its employees. In discharging his/her work responsibilities, each employee shall be responsible to the appropriate administrator and shall diligently, and to

the best of his/her ability, perform all assignments and responsibilities and comply with the policies, rules and regulations, and practices of the Board and the provisions of this Agreement.

4.0b Instructional assistants whose position requires that they meet the “highly qualified” standard of the Elementary and Secondary Educational Act shall possess the minimal qualification needed for the position.

4.0c The parties agree to form a committee of Board and Association representatives to:

1. review ESEA qualification criteria;
2. recommend standards and/or qualification criteria which comport with Michigan Department of Education guidelines; and
3. review professional development opportunities as they may relate to ESEA criteria.

HEALTH REQUIREMENTS

4.1 Each employee shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of his/her position. The Board reserves the right to require a health examination of any employee by a doctor designated by the Board at the Board’s expense.

ASSAULT UPON AN EMPLOYEE

4.2 Any case of assault upon an employee shall be promptly reported to the Board. For any such assault which occurs during the performance of official duties, and within the scope of board policy, the Board will advise the employee of his/her rights and obligations with respect to such assault. Moreover, the employee will not suffer any loss of wages for an absence due to such assault up to the time he/she qualifies for workers’ compensation. However, if such (workers’ compensation) benefits are made retroactive the Board shall recover all wages paid during the period of retroactivity.

WORKERS COMPENSATION

4.3 Workers Compensation shall be provided as specified by law. In addition, the Board will pay to the employee the difference between the amount paid by Workers Compensation and his/her regular daily rate, and will charge the employee’s sick leave accumulation proportionately for a period equivalent to the nearest half day. In no case will Board assistance extend beyond the employee’s sick leave accumulation or 120 duty days, whichever comes first. Moreover, fringe benefits (including insurance benefits, holidays, etc.) will not be extended beyond 120 duty days.

LIABILITY INSURANCE

4.4 Each employee, while acting within the scope of his/her official duties and board policy, will be covered by the provisions of the school district’s liability insurance policy.

PERSONNEL FILE

4.5 No official report or derogatory statement about an employee shall be considered part of an employee’s personnel file unless such employee is sent a dated copy. The employee shall

have the right to submit a response to the report or statement. Every employee has a right to review the contents of his/her personnel file. The employee may request that negative material of a non-recurring nature be removed from the file after three (3) years.

ARTICLE V

WORKING CONDITIONS

WORK YEAR

5.0 Effective January 1, 2006, the work year for assistants shall be all student attendance days, the first teacher day, and all professional development days. It would exclude records days, conferences, and collaborative planning. The last student day shall be a full workday. Some employees may be required by the appropriate administrator to work on days (or half days) when students are not in attendance. Those employees required to work when students are not in attendance will normally be given notification at least five days in advance of such work week requirements. Hall monitors and parking lot attendants shall not be assigned to work non-student attendance days unless given advanced notice by the building administrator.

WORK WEEK

5.1 The normal work week for full time employees shall be between thirty (30) and thirty-seven and one-half (37.5) hours. Some employees may be required by the appropriate administrator to work more than thirty-seven and one-half (37.5) hours per week. The typical day for elementary and middle school assistants will be 6.5 hours, the typical day for elementary special education assistants will be 7.0 hours, and the typical day for high school assistants will be 6.75 hours. Subject to the above limitations, it is the intent of the agreement that employees report to work five minutes before the start of the student day and leave work five minutes after the end of the student day. A work week of less than thirty (30) hours is considered part time employment. Employees shall be paid the appropriate hourly rate for the number of hours worked per week. Individual work schedules for each building will be established by the appropriate administrator. All employees will be entitled to a duty-free unpaid lunch period of at least thirty (30) minutes. However, depending upon building assignments, this unpaid lunch may be extended to coincide with the student lunch period. An alternative lunchtime will be mutually agreed upon by the employee and the building administrator. All full time employees are entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. Such breaks cannot be used to extend the lunchtime break unless mutually agreed upon by the employee and the building administrator.

5.2 Building principals will give each employee a written copy of their work schedule within the first workweek. A copy of the schedule will be sent to the Association President.

PLAYGROUND OR LUNCHROOM DUTIES

5.3 A bargaining unit employee may be asked to supervise lunchrooms and/or playgrounds. If assigned to these duties, that employee shall be paid at his/her contractual hourly rate. An employee may choose to clean lunchrooms but will not be required to do so.

OVERTIME/COMPENSATORY TIME

5.4 Approved overtime in excess of the regular work week but less than 40 hours per week will be compensated at straight time in money or compensatory time. Approved overtime in excess of 40 hours per week will be compensated at time and one-half in money or compensatory time. If compensatory time is granted it must be scheduled at a time which is mutually agreeable to the Board and employee but not later than two pay periods from the date the compensatory time was earned.

5.4 a It is understood that compensatory time will be used in place of overtime pay only if the employee agrees to that method of compensation.

EMPLOYEE CATEGORIES

5.5 The Board and the Association recognize three categories of employees: full-time, part-time, and probationary.

SUBSTITUTES

5.6 A substitute may fill a vacancy for a period not to exceed thirty (30) duty days. A position to be vacated for a period longer than thirty (30) duty days will be posted. If urgent need necessitates the hiring of temporary personnel, the Administration will meet with the Association to so advise the Association and to determine the duration of said position(s).

SUBSTITUTE TEACHING

5.7 In an emergency situation, an assistant who is a certified teacher may be asked to substitute for a teacher who is absent from school. Accepting substitute assignments will be voluntary. No assistant will be substitute for more than five (5) days in a school year.

PROBATIONARY PERIOD

5.8 Employees shall be on probation for the first ten (10) months of employment during their work year. If the probationary period is not completed by the end of the current year the time remaining for its completion shall be served during the next year. The Association shall represent probationary employees for the purpose of collective bargaining and administering the Agreement. However, during the probationary period the Board shall have sole discretion in matters of discharge and discipline of such employees, but such action shall be subject to review through Step Two of the grievance procedure and the determination made at that Step Two shall be final.

5.9 Probationary employees shall not be eligible for insurance benefits, sick leave and holidays during the first three (3) months of employment. Upon successfully completing this trial period probationary employees will become eligible for insurance, sick leave, and holidays.

ASSIGNMENTS AND TRANSFER

5.10 Assignment to a position within a category or subcategory will be made by the appropriate administrator in the best interests of the educational program and the school system. Prior to final assignments, the administrator will consult with the President of the Association to discuss the process. The Board will notify the GPESPA President of any transfer, change or assignment, or new hire.

5.11 Transfer shall be defined as a change of building and/or category or subcategory. However, it does not include a change of building which results from the movement of a program.

5.12 Vacancy shall be defined as an opening resulting from retirement, resignation or other termination of employment. It shall also include a new position.

5.13 When the Board has declared that a vacancy exists it will post such vacancy on the district web site for a period of at least six working days. The posting will include the category or subcategory, building, duties, hourly rate, hours per week, and deadline for receiving applications. During the summer months (when school is not in session) vacancies will continue to be posted on the district web site.

5.14 Normally, each employee who applies for a posted position will be granted an interview with the appropriate administrator(s).

5.15 Transfer of an employee will be based on demonstrated aptitude, skills, training, ability to work effectively with students and staff, and experience both in and outside the district.

5.16 Each employee will be informed in writing of the disposition of his/her transfer request within six duty days after all interviews are completed.

5.17 An employee may be transferred by the Assistant Superintendent of Human Resources, when, in his judgment, it is in the best interests of the instructional program and/or the school district. It is agreed that the decision to transfer an employee will not be made in an arbitrary or capricious manner. Moreover, no employee will suffer a reduction in wages as a result of such transfer. The Association President will be consulted during this process.

DISCIPLINE/DISCHARGE

5.18 No employee who has successfully completed his/her probationary period shall be disciplined or discharged except for reasonable and just cause. Normally, disciplinary action will be taken in private and the employee may request that an Association Representative be present.

5.19 The types of disciplinary action which normally will be taken are a warning, a written reprimand, suspension without pay, and discharge.

5.20 The Board shall consider the following acts as examples of but not limited to the type of conduct which may constitute just and reasonable cause for discharge or suspension without pay for such period as the Board may determine of an employee:

5.21 Insubordination, which is defined as a willful disobedience of an order or instruction of a designated superior acting within the realm of his/her responsibility and authority, subject only to the situation where compliance with the order or instruction would clearly endanger the health or safety of the employee involved.

5.22 Repetition of conduct which was the basis of a previous written warning to the employee during the same school year or of two prior written reprimands (for the same or similar offense) given the employee any time during a two (2) year period of employment by The Grosse Pointe Public School System.

5.23 An intentional false material statement or representation made in his/her employment application if discovered in the first three (3) years of employment.

5.24 Intentional destruction or theft of property of the Board of Education, or of fellow employees of the Board, or of a student.

5.25 Illegal personal misconduct, including immorality or assaulting, endangering or threatening to endanger, the person of any other employee or any student.

5.26 Reporting to work in an intoxicated condition and/or the use of or consumption of alcohol during the work day.

5.27 Any behavior on the job which is illegal either under Federal or State laws or statutes.

5.28 Conviction of or pleading guilty to, a felony charge in any criminal court of record.

EMERGENCY CLOSING OF SCHOOLS

5.29 It shall be the responsibility of the Board to determine whether conditions warrant the closing of schools. If it is determined that a school or schools should be closed (and no delayed opening is planned), employees of those schools shall not be required to report to their job assignments and will not suffer any loss of pay. If a building is closed after the start of the normal work day, the employee shall suffer no loss of pay for that day. All employees are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, instructional assistants may be reassigned to other duties or buildings for the duration of the emergency.

EVALUATION

5.30 Probationary employees will be evaluated twice during their probationary period, once at the end of the trial period (first three months) and once before the end of the probationary period (total of ten months). If, after the first evaluation, the work of a probationary employee is not satisfactory, the employee will be placed on an Individualized Plan of Improvement. After a successful probationary period is completed, each employee will be evaluated at least once every three (3) years. An evaluation will also be performed when: (1) there has been a major categorical change of assignment within a building; (2) there has been a change in building assignment; (3) there has been a concern indicated. It is understood that all evaluations will be in writing. An employee will have an opportunity to discuss his/her evaluation with his/her

supervisor, a reasonable time to prepare a supplementary statement for inclusion in his/her files if he/she wishes, and a copy of the evaluation.

ADMINISTRATION OF MEDICATION TO STUDENTS

5.31 An employee shall not be required to administer medication to students unless directed by his/her administrator to do so. When required to administer medication to a student, such administration must be done in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician.

FIRST AID, HYGIENE, MEDICAL PROCEDURES

5.32 No employee shall be required to administer any first aid for a student. An employee may, however, administer first aid at his/her discretion when the situation so demands. It is the responsibility of the employee to exercise reasonable protective attention to a student and take immediate steps to notify the proper authorities in the event of a student injury or illness. No employee shall be required to perform any personal care hygiene procedure or invasive procedure for a student without an adult witness present. At the time of initial employment, Assistants will be advised that unit members may be required to perform these duties.

TRAINING

5.33 All new employees will receive an orientation to the District and its policies, to the educational programs in which they shall be employed, and to the laws which affect their work environment.

5.34 Instructional assistants will be provided appropriate supervised training before performing medical or physical procedures with students who have medical needs, especially those students who are determined to be medically fragile.

5.35 Emergency medical procedures will be identified. The Assistant will be trained in these procedures. Said procedures will be posted in the facility where the procedure is to be administered. A certified health care professional will be available by phone at all times the procedure is to be administered.

HEPATITIS IMMUNIZATION

5.36 Assistants who are at risk of contracting hepatitis B because of the nature of the care they provide shall be eligible to receive hepatitis B immunization. Administration will determine risk.

TRANSPORTATION OF STUDENTS

5.37 Employees shall not be required to transport students in vehicles. Employees shall not be required to carry a disabled student except in an exceptional situation or as a temporary expedient when necessary structural changes are being made to create a barrier-free building. Any employee participating in the carrying or lifting of a disabled student shall be appropriately trained so as to provide the safest and least humiliating means of carrying the disabled student.

CAMPING

5.38 No employee will be required to accompany a teacher on a camping trip. If the trip extends beyond the regular hours of the work day, the employee will be paid his/her hourly rate for the additional time. However, no employee will be compensated for more than 12 hours for any one day.

ARTICLE VI

LEAVES OF ABSENCE

UNPAID LEAVE OF ABSENCE

6.0 The Board may grant an employee an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one year subject to renewal at the discretion of the Board for an additional period not to exceed one year. Upon expiration of leave an employee who was on leave one month or less or was on leave two months or less due to illness or disability will be returned to his/her position. Employees whose leave are in excess of the one or two months above shall be eligible for the first vacancy for which they are qualified. Moreover, satisfactory evidence of physical or mental health shall be filed with the Board as directed before the employee is returned to duty.

6.1 Upon application to and approval from the Assistant Superintendent of Human Resources, an employee may receive a short unpaid leave of absence for worthwhile needs. The leave shall not interfere with the continuity of operations.

FAMILY MEDIAL LEAVE ACT (FMLA)

6.2 The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Employees whose work day is considered full time (6 hours or greater) shall be eligible for the same benefits allowed other full time employees in accordance with the Family Medical Leave Act of 1993. All requests for such leave will be made to the Assistant Superintendent of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee will be required to use all available paid leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the leave, with any balance of time being without pay. At the end of the leave, the employee will be returned to her/his position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. All rules that govern FMLA shall apply to such leave other than the hour requirement which shall be understood to be a minimum of 1,050 within the previous year. This provision is effective as long as FMLA is not modified by law and remains effective in other district agreements.

SICK LEAVE

6.3 During the first four years of employment employees shall earn a "sick leave" allowance of one day per month. This annual allowance shall be available at the beginning of each work year. Employees under this provision shall be credited with a service accumulation for sick leave purposes at the end of each year equal to the number of unused days in the allowance for that year. These unused sick leave days shall accumulate and may be carried over and used during the second, third or fourth years of employment.

6.4 Employees who have completed four years of employment with the Board shall be provided a sick leave program for personal illness or disability to the extent of 80 duty days in a 12-month period. A long term disability insurance program to cover illnesses or disabilities exceeding 80 duty day shall be supported by the Board as provided in Appendix B of this agreement. Only personal illness or disability as defined in paragraph 6.5 are covered by this sick leave policy. When an employee becomes eligible for LTD benefits, they shall be considered to be placed on a health leave for the remainder of the school year, and their position shall be posted, notwithstanding their continued eligibility for LTD benefits. The employee shall notify the Human Resources Department not later than April 30 of her/his intent to return to work for the subsequent school year. Such return shall be subject to all other relevant provisions of the agreement. In the event that the employee is not able to return to work at the commencement of the next school year, an additional year's health leave shall be granted. In no case shall such leaves extend beyond four years in duration. Employees who have accumulated more than 80 days as of the end of school year 2009-2010 shall be allowed to use their accumulated days over 80 if necessary due to extended illness.

6.5 For purposes of sick leave, illness or disability means the complete inability of the employee, due to sickness or injury, to perform any and every duty pertaining to his/her assignment with the Board. Illness includes cases where emergency medical procedures are required. Illness or disability shall not exist where an employee is actively working for the Board, another employer, or in self-employment. Illness or disability shall not exist where caused or contributed by intentionally self-inflicted body injury or war or any act of war.

6.6 An employee shall keep his/her building administrator reasonably advised of his/her whereabouts while on sick leave.

6.7 In personal illness cases of an emergency or unanticipated nature, absence will be reported to automated attendance line prior to 7:00 a.m. If such notification is after 7:00 a.m., a phone call is required to the employee's building administrator as soon as possible but at least one (1) hour before the employee reports for work. However, any employee who is scheduled to begin work after 11:00 a.m., will be expected to give three (3) hours notice. Failure to meet this requirement will result in the deduction of a day's pay except in extenuating circumstances. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify his/her building administrator by 3 p.m. of the first day of absence as to the approximate duration of his/her illness. In cases where necessity for sick leave can be anticipated, application for such sick leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Assistant Superintendent of Human Resources.

6.8 An employee may be required at the time of his/her absences to furnish information and/or a physician's certificate concerning his/her absence as the Board may require. When an

employee is unable to substantiate the necessity of sick leave absence by a physician's certification, where required, or where it is otherwise determined by the Board that illness or disability of an employee does not or did not exist although claimed by an employee for purposes of obtaining sick leave, absence from duties in such cases shall be deemed an unexcused absence and subject to pay deduction as well as to other disciplinary action.

GENERAL LEAVE OF ABSENCE

6.9 Eligible employees on sick leave shall be paid at a daily rate determined by their base salary for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

6.10 If benefits continue to be payable in a succeeding school year, such benefits shall be increased on the date the employee would have begun active employment in such succeeding school year had she not become ill or disabled, such increase to be determined by the employee's contracted base salary for such ensuing school year.

6.11 Sick leave benefits shall be reduced by benefits payable to the employee under the Michigan Workers' Compensation Act, for such period of illness (excepting payments under such laws specifically for hospital or medical expense, or for specific allowances for loss of members or disfigurements) and sick leave will be charged on a pro rata basis. Any lump sum settlement in redemption of liability under such laws shall result in the reduction of sick leave benefits in amounts equal to the workers' compensation benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement. Moreover, fringe benefits (including vacation, holidays, insurance benefits, etc.) will not be extended beyond the commencement of long term disability except health insurance which shall be continued for a period of one year from the date of insurance carrier approval of long term disability benefits.

TERMINATION OF BENEFITS

6.12 The Board has purchased an insurance contract providing long term disability insurance, as described in Appendix B, for all employees who have completed one year of service. Sick leave benefits shall terminate as of the date the employee exhausts coverage under paragraph 6.3 or 6.4, or becomes eligible to receive, or would be entitled to receive upon timely pursuit of a claim therefore, monthly income benefits as provide in said long term disability insurance contract.

6.13 Sick leave benefits for employees who qualify under paragraph 6.4 shall terminate in any event at the expiration of 80 duty days in any 12-month period for which such benefits have been paid to the employee (unless the employee subsequently becomes re-eligible by return to regular employment), notwithstanding the fact that such employee may be ineligible for long term disability insurance benefits for reasons beyond the control of the Board of Education. Sick leave benefits for probationary employees shall terminate upon exhaustion of an employee's accumulated sick leave allowance.

6.14 Sick leave benefits shall terminate upon the occurrence of the employee's retirement date or upon any other separation of employment with the Board.

APPLICATION FOR SICK LEAVE

6.15 In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the Central Office or to the employee's immediate supervisor as soon as possible but normally one (1) hour before the employee reports for work. However, any employee who is scheduled to begin work after 11:00 a.m. will be expected to give three (3) hours notice. Failure to meet this requirement may result in an appropriate deduction of pay unless failure to notify was beyond control of the employee. If the unanticipated illness appears that it will continue beyond the initial day, the employee shall notify her immediate supervisor by 3:00 p.m. of the first day of absence as to the approximate duration of their illness so that substitute arrangements can be made.

6.16 When an employee's sick leave absence is anticipated to extend beyond ten (10) duty day, the employee may be required to provide the human resources office with a physician's certificate, on a prescribed form, indicating the nature of such illness and the anticipated period of absence. The employee may be required to file additional certification each thirty (30) days thereafter and immediately prior to return to duty. During the period of confinement, and prior to return to duty, the board may require an examination by its physician at board expense. The decision of the board physician shall be final.

RETURN TO DUTY

6.17 Return to duty from extended leaves of absence shall be subject to the following conditions:

6.18 Satisfactory evidence of physical or mental health shall be filed with the board as directed before the employee is returned to duty;

6.19 An employee shall be returned to their assignment at the conclusion of a period of approved leave not to exceed one-half of the employee's work year, subject to Article VII (Reduction of Staff) The board shall make every effort to return an employee who has been on an extended leave of absence exceeding one-half of her work year to the same or comparable job to that held before the leave, and shall extend the leave for an additional year if requested to do so by an employee who is unwilling to accept a different assignment;

6.20 In the case of a retirement or leave of absence involving an emotional or mental health problem, the board shall determine such employee's ability to return to duty. This determination may be based on an advisory opinion from a panel of three qualified physicians. In such cases, the panel of physicians shall consist of one physician selected by the employee, one selected by the board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy thereof being made available to the employee. The board will assume the payment of fees for the services of all three physicians in this regard.

ABUSES OF SICK LEAVE POLICY

6.21 An employee may be required at the time of their absences to furnish information and a physician's certificate concerning their absence as the board may require. When an employee is unable to substantiate the necessity of sick leave absence by a physician's certification, where

required, or where it is otherwise determined by the board that illness or disability of an employee does not or did not exist although claimed by an employee for purposes of obtaining sick leave, absence from duties in such cases shall be deemed an unexcused absence and subject to pay deduction as well as to other disciplinary action.

ILLNESS IN THE IMMEDIATE FAMILY

6.22 Leave with pay not to exceed two (2) days per occurrence will be allowed for emergency or serious illness in the immediate family. This leave is not intended for routine child care or non-emergency medical appointments. It is understood that illness of a more serious nature may require additional days of leave. When such is the case, the employee will apply to the Human Resources Department to receive authorization for additional leave.

6.23 Immediate family for this purpose shall mean: mother, father, child, spouse, mother-in-law, father-in-law, step-child, step-parents, grandparents, grandchildren, step-grandparents, brother, sister, daughter-in-law, son-in-law. Leave for illness of an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

6.24 When the absence will exceed what is considered a reasonable number of occurrences' approval will not be granted.

6.25 Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

PERSONAL LEAVE

6.26 Employees who have successfully completed their probationary period shall earn a maximum of three (3) days per year for the purpose of personal leave.

6.27 Personal leave days are provided for legitimate business and family obligations an employee encounters which cannot be met outside scheduled working hours and which, if not otherwise met, would result in some financial loss or personal hardship. Normally, a short leave application must be processed before the leave occurs. Notification of intent to be absent shall be given at the earliest possible time.

6.28 It is not permissible to use personal leave for recreational or sporting activities, shopping, vacation, other employment of any kind, or to accompany a spouse on a trip.

6.29 Personal leave shall not be available immediately before or after holidays, breaks in the school calendar or vacation days. Exceptions to this rule may be granted in unusual circumstances by the Assistant Superintendent of Human Resources.

JURY DUTY

6.30 An employee who serves on jury duty will be granted a leave of absence. The employee will be paid for the days while on jury duty. When the employee is excused from jury duty for a half day or more he/she must notify his/her building administrator immediately and report to his/her work location. Employees will complete the proper form and submit official proof of the days served.

FUNERAL LEAVE

6.31 Employees who have successfully completed their trial period will receive up to five (5) days of paid funeral leave for death in the immediate family. Days may be taken non-sequentially within the current school year. Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandparents, grandchild, sister, brother, spouse, child, daughter-in-law, son-in-law, stepchild, foster child, step parent, or step-grandparents. This same leave will be granted to any employee serving as the legal guardian of a decedent. Leave for the death of an additional household member may be granted by the Assistant Superintendent of Human Resources upon request.

6.32 Leave with pay for one day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law, sister-in-law, spouse's grandmother, and spouse's grandfather.

ARTICLE VII***REDUCTION OF STAFF*****SENIORITY**

7.0 Seniority shall be defined as follows:

7.1 Seniority shall have two components: 1) length of service and 2) earned qualification.

7.2 Length of service shall be determined from an employee's uninterrupted date of hire. Employees on unpaid leaves of absence for more than 20 duty days shall lose seniority for all days in excess of 20 unpaid days.

7.3 Qualification is earned by successfully working 10 continuous months, one-half time or greater, within a specific work category outlined in paragraphs 7.8 through 7.14. Once the qualification is earned, all of employee's earned year in length of service shall apply to any/all earned categories.

7.4 If two or more employees have earned qualification in a category and have the same length of service, they shall be placed on the seniority list in order of their hire dates. If two or more employees have the same length of service and the same hire date, they shall be placed on the seniority list in order of the dates that their applications for District employment were first received by the Personnel Office.

7.5 By May 1 of each year, the Board will provide the Association with an updated seniority list which includes both length of service and qualifications earned. The list will be distributed to

each building in the District. Should a member disagree with her/his placement on this list, s/he will have fifteen (15) duty days from publication of the list in which to file a complaint with the Human Resources Department.

7.6 Building principals shall post the seniority list on the employee posting board.

CATEGORIES AND SUBCATEGORIES

7.7 The following categories and subcategories are hereby established:

7.8	Attendants	Parking Lot Attendants and Hall Monitor and/or Locker Room Attendant
7.9	Library	Library Media Assistant
7.10	Vocational	Vocational Instructional Assistant: Automotive, Career Center, Business, Distributive Education/Marketing, Commercial Foods, Child Care
7.11	General Education (a)	Instructional Assistant General Education including Magnet Program, Pre-Kindergarten, Kindertalk, etc.
7.12	Special Education	Special Education Instructional Assistant: All Levels; Resource Room Programs, Cross Categorical Special Education Classrooms, Transition Services, Classrooms for Students with Cognitive Impairments, Autism Spectrum Disorders, Emotional Impairments, and Early Childhood Developmental Delay, Health Care Assistants, Assistants for Students with Physical or Sensory Impairments
7.13	General Education (b)	Computer Education Instructional Assistant, Student Center , Title I
7.14	Deleted	

LAYOFF AND RECALL

7.15 In the event the Board elects to reduce the number of positions in the bargaining unit, the Board will give at least ten (10) days notice of lay off, whenever possible. Prior to implementing the layoffs, the Board will meet and confer with the Association concerning the accuracy of the lay off list.

7.16 Employees with no earned qualifications in a category will be laid off first according to length of service.

7.17 The next step in layoff procedure will occur from the list of categorically qualified employees. From each categorical group, the employee(s) with the lowest length of service will be laid off.

7.18 An employee identified for layoff may bump the lowest seniority employee in another category in which s/he has been determined to be qualified.

7.19 Bumping rights will prevail over transfer requests.

7.20 Employees cannot claim vacant positions out of their category or subcategory. However, they may apply and be considered for transfers to vacancies in other categories or subcategories.

7.21 Seniority employees who are laid off shall retain their recall rights for a period equal to the length of their seniority.

7.22 Laid off employees will be recalled to categories or subcategories for which they are qualified in the reverse order of layoff.

7.23 Notice of recall will be sent to the employee at his/her last known address by certified mail. If the employee refuses or fails to respond in writing within ten (10) days of the mailing of said notice, he/she shall be considered to have voluntarily severed employment with the district.

7.24 During the period of layoff no wages or fringe benefits will be paid nor will seniority or wage increments accrue. However, any laid off employee recalled to a position will retain previously accumulated and credited seniority. Any recognized member of this bargaining group who is laid off at the end of the school year will receive health coverage through August 31st. A recognized bargaining member laid off during the school year will receive an additional month of health coverage from the date of layoff.

LAYOFF AND RECALL, PROBATIONARY EMPLOYEES

7.25 Laid off probationary employees shall not be recalled to vacant positions. However, they may apply for vacancies that occur in their previous category or in other categories.

7.26 If a laid off probationary employee is selected for a bargaining unit vacancy and begins work in that position within 45 duty days of his/her last day of work prior to being laid off, he/she shall be reinstated to District employment with no break in service. Prior uninterrupted service in the bargaining unit shall be counted toward completion of probation, calculation of seniority, and eligibility for benefits.

7.27 If a laid off probationary employee is selected for a bargaining unit vacancy and begins work in that position more than 45 duty days after he/she last worked prior to being laid off, he/she shall be considered a new hire. Prior service shall not count toward completion of probation, the calculation of seniority, or benefit eligibility except as noted in the following paragraph 7.28.

7.28 Exceptions to the benefit eligibility provisions in paragraph 7.27 above are as follows: Insurance plans (life, medical, dental, and vision) may be reinstated effective the first day of the month following re-hire if there has been less than a 90 day lapse in the employee's District-sponsored insurance coverage, including any time under COBRA.

ARTICLE VIII

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

EMPLOYEE COMPENSATION

8.0 Employees will be compensated by the Board in accordance with the hourly wage schedule set forth in Appendix A of this Agreement. In order to be eligible for the annual increment eligible employees must work more than one-half of the scheduled work year.

8.0a Deleted

LONGEVITY

8.1a Employees shall be eligible to receive longevity pay beginning with the first paycheck due the employee following completion of nine (9) years of service. The annual longevity amount payable will be prorated if the anniversary date occurs after the beginning of the school year. It shall be the responsibility of each employee to notify the Human Resources Office in writing thirty days prior to his/her eligibility date for longevity payment. A longevity notification that is not received timely will be processed beginning with the next scheduled paycheck and prorated for that school year according to the date the notification was received. Effective November 26, 2007, longevity will be paid according to the following schedule. It is understood that the amounts do not compound. The total longevity amount to be paid each year on the second longevity step is \$1,200.00 and on the third longevity step is \$1,800.00. The longevity payment would be prorated based on the total yearly FTE of the employee.

Longevity Starts	Amount
Beginning of 10 th year	\$600.00
Beginning of 15 th year	\$1,200.00
Beginning of 20 th year	\$1,800.00

CREDIT HOURS

8.2 Employees who have taken job related courses since July 1, 1988 will be paid additional compensation in accordance with the schedule set forth below. The courses must have been taken outside of working hours. The determination of whether a course is job related will be made by the Assistant Superintendent of Human Resources.

Credit Hours	Hourly Differential
100	40¢ per hour
200	60¢ per hour

INSURANCE BENEFITS

8.3 The Board will provide insurance benefits to eligible employees as set forth in Appendix B of this Agreement.

PAY PERIOD

8.4 Employees shall receive their paychecks in 21 installments for regular hours worked. Any hours worked beyond those regularly assigned shall be paid via a time sheet in the manner required by the building administrator. Effective with the 1995-96 school year employees may elect to receive their paychecks in 26 installments. An employee may change from one option to the other by notifying the business office, in writing, at least thirty (30) days before the start of the school year.

8.5 When a scheduled pay day falls within a holiday break, paychecks will be mailed to the employee.

8.6 The Board agrees to make direct deposit of a member's pay check to the bank(s) and account(s) of their choice. Procedures for this process will be established by the business office and be implemented within 60 days of the ratification of this document.

8.7 Members will receive the right to contribute to a tax sheltered annuity (TSA). This will be in accordance with IRS guidelines. Members must select one of the companies doing business with the school district.

REIMBURSEMENT OF TRAVEL

8.8 Employees who travel as a part of their assignment shall be compensated for mileage at the IRS rate per mile in accordance with procedures established by the Business Office.

HOLIDAYS

8.9 Each employee who has successfully completed his/her trial period shall be granted the holidays set forth below without loss of pay, provided that the employee works the last scheduled work day before, and the first scheduled work day after, the holiday.

Holidays	
New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving*
Mid-Winter Break (one day)	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve*
Labor Day*	

* See paragraph 8.10

8.10 Each employee who has been on step 7 of the wage schedule for one year or more shall be paid for New Year's Eve and the Day after Thanksgiving provided that the employee works the last scheduled work day before and the first scheduled work day after the holiday. Should the first work day occur prior to Labor Day, Labor Day shall be a paid holiday for those employees who have worked the first scheduled work day before and the first scheduled work day after Labor Day. If the GPEA calendar does not provide a day off for students on Martin Luther King, Jr. day, then the members of GPESPA will not have that day as a paid holiday.

PART TIME EMPLOYEES

8.11 Employees scheduled to work less than 30 hours per week shall be eligible for leave benefits, and holidays on a prorated basis which shall be the proportion that their regularly scheduled hours of work per week bear to 30 hours. They shall also be eligible for insurance benefits. However, the Board's contribution to the premium cost of insurance benefits shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service rendered by the employee.

8.12 It is understood that if the bargaining unit is expanded through a MERC conducted election none of the provisions of this Agreement shall apply to those employees who become a part of the unit as a result of such election. It is further understood that the subjects of wages, hours and other conditions of employment, as they apply to the above mentioned employees, shall be subject to collective bargaining between representatives of the Board and the Association.

SEVERANCE INCENTIVE PAYMENT

8.13 The Board shall provide employees \$200 per year for all completed years of service with the Board when such services are severed per mutual agreement of the parties. Such severance would not be awarded as a result of termination due to a disciplinary action resulting in dismissal per paragraph 5.20.

ARTICLE IX

MATTERS CONTRARY TO THE AGREEMENT

9.0 If any article or section of this Agreement shall at any time be held contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and upon written request by either party, within ten (10) days of the action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

ARTICLE X

DURATION OF THE AGREEMENT

10.0 This Agreement shall be effective as of September 1, 2010, and shall continue in full force and effect until June 30, 2013. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than ninety (90) days prior to June 30, 2013. In the event that neither party serves upon the other timely notice to terminate, modify or change this Agreement in the manner set forth herein, then this Agreement shall automatically be extended for a period of one (1) additional year until which extension shall be subject to the provisions for termination, modification, or change and extension as set forth herein.

10.1 Any notices required hereunder shall be sufficient if mailed:

To the Board: C/O Assistant Superintendent of Human Resources
The Grosse Pointe Public School System
389 St. Clair
Grosse Pointe, MI 48230

To the Association: The then elected President of the Grosse
Pointe Educational Support Personnel
Association at his/her residence

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly
authorized representatives the day and year first written (page 1).

Board of Education
The Grosse Pointe Public School System
Wayne County, Michigan

Grosse Pointe Educational Support
Personnel Association

By [Signature]
John Steininger, President

By [Signature]
Kim VanGorder, President

[Signature]
Judy Gafa, Secretary

[Signature]
Marilyn Withers, Secretary

[Signature]
Thomas Harwood
Assistant Superintendent
Human Resources and Labor Relations

[Signature]
Jane Cassady, MEA

APPENDIX A
WAGE SCHEDULE

Wage Schedule 2009-2010						
Position/Step	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H. S. Hall Monitor	9.64	10.18	10.71	11.37	11.96	13.23
H. S. Parking Lot	9.64	10.18	10.71	11.37	11.96	13.23
Library Media Asst.	11.23	11.74	12.30	13.11	13.86	15.41
Instructional Asst.	11.23	11.74	12.30	13.11	13.86	15.41
Special Ed. Asst.	12.51	13.10	13.70	14.63	15.46	17.20
Computer Lab Asst./Title I Asst./Student Ctr. Asst.	12.51	13.10	13.70	14.63	15.46	17.20

Wage Schedule 2010-2011						
Position/Step	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7*
H. S. Hall Monitor	9.35	10.18	10.71	11.37	11.96	13.43
H. S. Parking Lot	9.35	10.18	10.71	11.37	11.96	13.43
Library Media Asst.	10.89	11.74	12.30	13.11	13.86	15.64
Instructional Asst.	10.89	11.74	12.30	13.11	13.86	15.64
Special Ed. Asst.	12.13	13.10	13.70	14.63	15.46	17.46
Computer Lab Asst./Title I Asst./Student Ctr. Asst.	12.13	13.10	13.70	14.63	15.46	17.46

Wage Schedule 2011-2012						
Position/Step	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7*
H. S. Hall Monitor	9.35	10.18	10.71	11.37	11.96	13.63
H. S. Parking Lot	9.35	10.18	10.71	11.37	11.96	13.63
Library Media Asst.	10.89	11.74	12.30	13.11	13.86	15.87
Instructional Asst.	10.89	11.74	12.30	13.11	13.86	15.87
Special Ed. Asst.	12.13	13.10	13.70	14.63	15.46	17.72
Computer Lab Asst./Title I Asst./Student Ctr. Asst.	12.13	13.10	13.70	14.63	15.46	17.72

**Represents 1.5% increase at top Step 7 for 2010-2011 and 2011-2012*

Wage Schedule 2012-2013

A. (1) The parties agree that hourly rates per the compensation grids for the 2012-2013 school year shall be determined according to the formula set forth below. However, the parties agree that the District shall in all cases maintain a minimum general fund equity (defined hereafter) of at least 10% of Board-approved total general fund expenditures. Therefore, the formula works differently if the District's general fund equity falls below 10%.

A. (2) Revenue is defined as general fund revenue. Expenditures are defined as general fund expenditures and transfers.

A. (3) The explanation of the formula below is done with respect to the 2012-2013 school year, but the same principles shall apply to following school years as well.

A. (4) As used in this formula "general fund equity" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district. The 10% general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$11 million, then the general fund equity is 11%, which would be above the 10% threshold.

A. GENERAL FUND EQUITY AT LEAST 10%

A. (5) If the general fund equity has not fallen below 10% of Board-approved total general fund expenditures and transfers (debt and school service), then the Board will allocate funds toward both direct and/or indirect compensation to educational support personnel based upon the following factors that affect the general fund revenues and general fund expenditures for the District:

- Increase or decrease in net State foundation allowance revenue per pupil based on the established amount for the 2009-2010 school year (\$10,019) (compare with state aid allowance for 2011-2012 and student count for 2011-2012)
- Increase or decrease in MPSERS retirement rate cost based on the budgeted rate for 2010-2011 @19.41% (compared with rate for 2011-2012, based upon 2011-2012 personnel)
- Whether or not there has been reinstatement of 20J funds per pupil that year
- Step advancement per established salary grids in educational support personnel labor contract (including MPSERS and FICA costs)

A. (6) The Board will allocate funds toward both direct and/or indirect compensation to educational support personnel in a percentage equal to the following formula, which incorporates the four factors above:

- Increase in total net general fund revenues minus total net general fund expenditures based upon the factors listed above
- X (multiplied by)

- The Percent of total general fund expenditure and transfers (debt and school service) budget represented by educational support personnel direct and indirect compensation costs
- equals
- the total amount of general fund revenue to be allocated toward both direct and/or indirect compensation for educational support personnel members.

B. EXAMPLE OF NET GENERAL FUND REVENUE INCREASE

A. (7) The total net amount of general fund revenue shall be allocated on both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of both teacher salary grids, unless the parties agree to allocate this general fund revenue to the educational support personnel unit differently.

A. (8) For example, if the state foundation allowance per pupil in 2011-2012 is increased over the 2009-2010 allowance by \$300 per pupil (gain \$2,400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSEER rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total additional available general fund revenues year over year are \$1,075,000. If the cost of the educational support personnel bargaining unit compensation represents 5.1% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue for direct and/or indirect compensation for the educational support personnel unit would increase by \$54,825.

Accordingly, this total amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the 2012-2013 school year (again, unless the parties agreed to allocate the revenues to the educational support personnel unit differently). This increase would carry forward to the following school year, although the percentage increase would be different because the number of payroll periods would be different. In the example above, assuming the educational support personnel direct and indirect compensation cost \$5,700,000, the \$54,825 would be allocated on the compensation grid for the following school year by increasing each step on the grids by 0.73% across the board (\$41,344 divided by \$5,700,000; note that \$9,287(MPSERS) and \$4,194 (FICA) of the total amount of \$54,825 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

A. (9) It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

C. EXAMPLE OF NET GENERAL FUND REVENUE DECREASE

A. (10) The total net amount of general fund revenue loss shall be allocated to reduce the direct compensation grid on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of the direct compensation grid, unless the parties agree to allocate this revenue loss to the educational support personnel unit differently.

A. (11) For example, if the state foundation allowance per pupil in 2011-2012 is decreased from the 2009-2010 allowance by \$50 per pupil (loss of \$400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPERS rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPERS contribution and FICA costs), then the total revenue loss year over year is \$1,725,000. If the cost of the educational support personnel bargaining unit compensation represents 5.1% of the total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the educational support personnel unit would be \$87,975. This amount would not result in a decrease in total direct/indirect compensation if the general fund equity is above 10%. If the general fund equity is below 10%, this loss of general fund revenue and the amount of revenue required to maintain the general fund equity would affect the direct compensation grid. Accordingly, this amount would be spread equally over each of the steps on the direct compensation grid by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the general fund revenues to the educational support personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the educational support personnel direct and indirect compensation cost \$5,700,000, the \$87,975 reduction plus the general fund revenue needed to maintain the general fund equity at 10% (see below) would be allocated on the direct compensation grid for the following school year by decreasing each step on the grid by 1.16% (if the general fund equity is at 10%) across the board (\$66,342 divided by \$5,700,000; note that \$14,903 (MPERS) and \$6,730 (FICA) of the total amount of \$87,975 is allocated to MPERS contribution at 16.94% and FICA at 7.65%).

D. GENERAL FUND EQUITY BELOW 10%

A. (12) If the general fund equity has fallen below 10% of the Board-approved total general fund expenditures, then the educational support personnel direct and indirect compensation grid shall be reduced by a percentage equal to the following formula:

- The amount of funds required to return the general fund equity to the 10% threshold
- X (multiplied by)
- The Percent of total general fund expenditure budget represented by educational support personnel direct and indirect compensation costs
- Equals
- The total amount of general fund revenue loss to be allocated toward both direct and/or indirect compensation for educational support personnel members.

A. (13) This total net amount of general fund revenue loss shall be allocated to reduce the direct compensation grid on a percentage basis (taking into account the then applicable MPERS contribution rate and FICA), based upon this net amount divided by the total cost of the direct compensation salary grid, unless the parties agree to allocate this general fund revenue loss to the educational support personnel differently. For example, if the general fund equity fell to 9%, and the funds required to return general fund equity were \$1,000,000, and if the cost of the educational support personnel unit direct and indirect compensation represents 5.1% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the educational support personnel unit would be \$51,000 (\$1,000,000 x 5.1%).

Accordingly, this amount would be spread equally over each of the steps on the direct compensation grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the educational support personnel unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the educational support personnel direct and indirect compensation cost \$5,700,000, the \$51,000 reduction would be allocated on the compensation grid for the following school year by decreasing each step on the grids by 0.675% across the board (\$38,459 divided by \$5,700,000; note that \$8,639 (MPSERS) and \$3,902 (FICA) of the total amount of \$51,000 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

E. GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATION OF SECTION A ABOVE

A. (14) As used in this formula "General Fund Equity" is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital and/or financial gifts given to the District. The general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$17 million then the general fund equity is 17%.

A. (15) If, after implementation of a change in compensation per section A above, there continues to exist a general fund equity above 15%, then the following would occur. The amount of dollars above the 15% general fund equity level would be determined and 3.5% of that amount would be allocated in a percentage "off-schedule bonus" distributed based on the following formula. 3.5% of the amount of dollars above the 15% general fund equity level would be divided by the total salary expense for educational support personnel for that given school year to determine the percent of an "off-schedule bonus" to be given per the individual compensation of the educational support personnel.

A. (16) For example, the implementation of the change in compensation per section A of this formula would occur first. Upon completion of section A, it is determined that the remaining general fund equity in the 2012-2013 school year is at 17%, with approved general fund expenditures throughout that year that does not result in any further reductions in general fund equity at the end of the 2012-2013 school year, then the amount of dollars above the 15% general fund equity threshold would be determined. This amount above the 15% general fund equity would be multiplied by 3.5%. In this example, if 1% of general fund equity represents \$1 million then a general fund equity of 17% with a threshold of 15% would mean that there is a total of \$2 million above the 15% fund equity threshold. This \$2 million would be multiplied by 3.5% for amount equal to \$70,000 (including MPSERS and FICA costs). The \$70,000 (including MPSERS and FICA costs) would be divided by the total of educational support personnel compensation expenses for that previous school year to determine the percentage of the "off-schedule bonus" to be distributed based on the individual educational support personnel's pay rate. This "off-schedule bonus" would be distributed in the 26th pay of that school year. The "off-schedule bonus" percentage increase per year would be not exceed 6% of the educational support personnel pay rate (including MPSERS and FICA costs).

F. IMPLEMENTATION

A. (17) The parties will have until December 21, 2012, to agree to implement any increases or decreases in compensation differently than through a change in the salary grids as set forth above. Any change in pay (direct compensation) would be initiated beginning with the first scheduled pay day in January 2013 and would be equally distributed through the remaining pays for work performed for that school year. It is understood and agreed that such changes shall not require the agreement or any action on the part of bargaining unit members, as these changes are authorized by the parties' collective bargaining agreement.

APPENDIX B

INSURANCE BENEFITS

LIFE INSURANCE

B.1 The Board will provide each employee who has satisfactorily completed his/her trial period life insurance in the amount of \$20,000.00. Such insurance will be put into effect on the first day of the month following completion of the trial period. Employees who work less than 6 hours per day are also eligible for such insurance. However, the Board's contribution to the premium cost of such insurance shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service (6 hours per day) rendered by the employee. The balance of the premium cost shall be paid by the part time employee, if he/she elects to be covered, under a payroll deduction plan established by the Board. All benefits, conditions, and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

HEALTH COVERAGE

B.2 Effective December 1, 2010, a plan equivalent to the Blue Cross Blue Shield Community Blue PPO Plan 2, with a \$10.00 co-pay for office and \$20 co-pay for chiropractic visits, including a \$5.00 generic/\$25.00 brand name prescription drug card, with MOPD 2x rider, P-D Contraceptive Rider, and routine mammography and increased emergency room visit to \$100 co-pay.

B.3 Employees who work less than six (6) hours per day are also eligible for such insurance. However, the Board's contribution to the premium cost of such insurance shall be limited to that percentage of the premium cost which is equivalent to the percentage of full time service (6 hours per day) rendered by the employee.

B.4 All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

OPT OUT STIPEND

B.5 Full time employees whose status is full family or two-person and who choose to waive any health care coverage participation will receive \$2,200 per year for doing so (in cash or annuity from the district's approved annuity list). Employees whose family status is single and who choose to waive any health care coverage participation will receive \$1,100 per year for doing

so. The stipend paid for waiving health care coverage participation will be prorated for employees who are not employed for the full school year.

OPTICAL AND DENTAL INSURANCE

B.6 Employees will receive a single person dental policy (for self) after 10 months of service.

B.7 After the fifth year of service employees will receive full family dental coverage that is equivalent to the Delta Dental Plan E, Rider 07 (80-80-80).

B.8 After completion of 10 month probationary period, employees will be eligible for a Board paid single dental and vision policy through the Grosse Pointe Public School District. Employees will still retain the right to purchase dual or family dental and vision policies through the Grosse Pointe Public School District.

B.9 Any employee who terminates employment but works the full school year will receive insurance benefits for the months of July and August. Any employee who terminates employment but works more than half a year but less than a full year will receive an additional month of insurance benefits. The two months of health care covered by the Board starts the COBRA time frame.

LONG TERM DISABILITY INSURANCE

B.10 The Board will provide such insurance to eligible employees which will have the following requirements and benefits:

- 90 calendar day waiting period;
- Payment of 66 2/3% of base monthly earnings to a maximum of \$2,500.00 per month to age 65;
- All benefits, conditions and requirements shall be as set forth in the policy of insurance and as interpreted by the carrier.

Further, the Board will provide one year of health care while an employee is collecting long term disability payments. The one year of health care covered by the Board starts the COBRA time frame.

ELIGIBILITY

B. 11 The above provision does not apply to spouses eligible for group health plan coverage that does not coordinate with the Flexible Plan described above.

B. 12 The provision does not require an employee's spouse to enroll the employee's dependent children in the spouse's group health plan coverage.

HEALTH CARE CONTRIBUTION

B. 13 Employees covered by health insurance benefits will be assessed a percentage of the associated cost of the elected plan premium payment in pre-tax dollars beginning in the 2010-2011 school year. The assessment will be:

1. 3% assessment to health care cost and a \$50 spousal surcharge per month (\$600 per year) for 2010-2011.
2. 2011-2012 5% assessment to health care cost, \$50 spousal surcharge per month (\$600 per year).
3. 2012-2013 7% assessment to health care cost, \$50 spousal surcharge (\$600 per year).
4. Based on the illustrative rates of 2010-2011, the fixed 3% contribution rates would be:
 - Single \$186.87/pre-tax paid over 21 pays
 - Two Person \$420.47/pre-tax paid over 21 pays
 - Full Family \$523.25/pre-tax paid over 21 pays

**The District has the authority to make any necessary deductions automatically from the classroom assistants' payroll under the Michigan Payment of Wages and Fringe Benefit Act.*

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