

Agreement

between

The Board of Education

of

Lapeer Community Schools

and

**Lapeer Community Schools
Lapeer Educational Support Personnel
(L.E.S.P.)**

2021-2024

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**ARTICLE 1
RECOGNITION**

- A. The Board of Education of the Lapeer Community Schools (hereinafter called the Board) hereby recognizes the Lapeer Community Schools Lapeer Educational Support Personnel Unit (hereinafter called LESP), an affiliate of the Michigan National Education Association as the sole collective bargaining representative for the sole purpose of negotiating an Agreement with respect to wages, hours, terms and conditions of employment for all Instructional Paraprofessionals, Elementary Building Paraprofessionals, all full-time and regular part-time Office Secretarial Employees, and Media Paraprofessionals employed by the Board excluding all employees working in positions requiring teacher certification, in cafeteria operations, in transportation operations, in custodial and maintenance operations, in Enrichment programs, in secondary building supervision, and all supervisory, administrative, and managerial positions including the Secretary to the Board, Computer Systems Specialists, Payroll, Benefits and Purchasing Coordinator, Human Resources Secretary, all confidential employees, all substitute employees, all temporary employees, and all other employees.
- B. The term "employee" when used in this Agreement shall refer only to personnel employed by the Board and in the bargaining unit defined in "A" of this Article.
- C. The term "LESP" when used in this Agreement shall refer only to those members of the bargaining unit employed by the Board and in the bargaining unit defined in "A" of this Article.
- D. Bargaining unit work shall be performed by members of the bargaining unit who are covered by the *Master Contract* except that substitute and temporary personnel may be employed as referenced in Article 11 and Article 21.

**ARTICLE 2
ASSOCIATION RIGHTS**

- A. The Board and the Association agree that there shall be no discrimination against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the LESP or collective negotiations with the Board; and her/his institution of any grievance, complaint or proceeding under this Agreement.
- B. The LESP and its representative shall have the right to use Board buildings upon proper application at all reasonable hours for meetings which do not interfere with the regular program.
- C. Bulletin board space will be provided at convenient locations and normal school messenger service may be used by the LESP for communication purposes to the employees for Association business.
- D. The LESP shall be permitted to transact official business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.
- E. Whenever the president or other officers of the LESP or their designees are scheduled, by mutual agreement, during working hours, to participate in conferences, reprimand meetings, grievance hearings, or negotiations, they shall suffer no loss of pay and, when necessary, substitute service shall be provided.

Whenever such meetings, hearings, etc. are a result of an Association initiated procedure involving a third party outside of the contractually provided grievance procedure the Board shall have no responsibility for the payment of employees absent from work to attend such procedures.
- F. The Board agrees to make available to the Association in response to reasonable requests available information which is compiled in an established form or report which is a matter of public record.

- G. Before major revision of policy which will effect LESP members, the LESP shall be given opportunity to advise the designated agents of the Board prior to its adoption and/or general publication.
- H. Except as required by law, the rights granted herein to the LESP shall not be granted or extended to any competing labor organization.
- I. LESP members shall have the right to distribute LESP material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area of her/his job performance.
- J. In completing official Association business, LESP members shall be permitted to use Board office equipment including personal computers, printers, typewriters, duplicating machines, copying machines, calculating machines, and audio visual items when such equipment is not otherwise in use. The LESP shall pay for the reasonable cost of all materials and supplies incident to such use and for any damage to such equipment.

**ARTICLE 3
UNION MEMBERSHIP AND PAYROLL DEDUCTIONS**

- A. Bargaining unit members have the right to become or remain a member of, or refrain from becoming or remaining a member of, the LESP without interference, coercion, or restraint from the Board or the LESP. The Board shall not discipline, discharge, or otherwise discriminate against any employee because of the employee's election regarding membership in, affiliation with, or financial support of the LESP. Bargaining unit members joining the Association shall pay dues and assessments to the Association in accordance with its policies and procedures.
- B. The Board agrees to make payroll deductions upon written authorization from employees for the following programs approved by the Board:
 - 1. Credit Union
 - 2. Tax Sheltered Annuities
 - 3. Insurance

**ARTICLE 4
GRIEVANCE PROCEDURE**

- A. **Definitions**
 - 1. A grievance is defined as any claim by an employee or the LESP that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
 - 2. All time limits herein shall consist of workdays. Time limits may be extended only upon written mutual consent of the parties.
- B. **Purpose** - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the administration or the LESP.
- C. **Procedure** - Any employee(s) with a grievance shall first discuss the grievance with the employee's supervisor within fifteen (15) workdays of knowledge of occurrence of the facts on which the grievance is based in an attempt to resolve the grievance informally. The presence of an Association Representative may be requested at such meeting. An employee not satisfied with the supervisor's reply may submit a written grievance in accordance with the following procedure:
 - Level I** - Any employee(s) or the LESP shall submit a grievance, in writing, to the principal/supervisor within five (5) workdays from the date the grievance was discussed by the

employee and the employee's supervisor as referenced above. Within five (5) workdays of receipt of the grievance, the principal/supervisor shall meet with the grievant(s) in an effort to resolve the grievance. The principal/supervisor shall indicate her/his disposition of the grievance within five (5) workdays of such meeting and shall furnish a copy thereof to the LESP.

Level II - If the grievant(s) is not satisfied with the disposition at Level I, the grievant(s) may file an appeal with the Superintendent. The appeal must be filed within five (5) workdays of the disposition by the principal/supervisor or if no disposition was rendered by the principal/supervisor, within five (5) workdays of the date the disposition was due. Within five (5) workdays of this filing, the Superintendent or her/his designee shall meet with the grievant(s) and the Association Representatives and within ten (10) workdays of such meeting shall render her/his disposition of the grievance.

Level III - If the Association is not satisfied with the disposition at Level II, the Board and Association may mutually agree to submit the grievance to non-binding mediation by MERC within ten (10) workdays of the Level II disposition.

Level IV - If the Association is not satisfied with the disposition at Level II, the grievance may be submitted by the Association, to arbitration before an impartial arbitrator by providing the Superintendent with written notice that the grievance is being appealed to arbitration. This written notice must be provided to the Superintendent within fifteen (15) workdays of the disposition at Level II or if no disposition was rendered at Level II within fifteen (15) workdays of the date the Level II disposition was due. If a grievance was submitted to mediation pursuant to the mutual agreement of the Board and Association, the written notice must be provided to the Superintendent within fifteen (15) workdays of the date mediation ended. If the parties cannot agree as to the arbitrator within five (5) workdays from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The demand for arbitration must be filed with the American Arbitration Association no later than ten (10) workdays from the notification that arbitration will be pursued. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. **Rights to Representation** - An Association representative has the right to be present at all levels of the grievance procedure upon request of the grievant(s).

E. **General Provisions**

1. All grievances and dispositions shall be completed in writing on the forms set forth in Appendix C, which is attached to and incorporated in this Agreement. The Association shall be provided the appropriate copies of these forms.
2. A grievance may be withdrawn in writing at any level without establishing a precedent.
3. A complaint or grievance may be withdrawn in writing at any level without prejudice or record.
4. Information necessary to the determination and processing of any grievance shall be furnished upon request.
5. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
6. The employee involved in a grievance procedure, mutually scheduled during the workday, shall be excused with pay for that purpose.
7. The parties may mutually agree in writing to waive any level of the grievance procedure.
8. For purposes of this Article "workdays" shall be interpreted to mean days when school is

in session during the academic year and days when the central business office is open for business during the summer months between academic years.

F. **Powers of the arbitrator** are subject to the following limitations:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The Arbitrator shall have no power to establish salary scales.
3. The Arbitrator shall have no power to interpret state or federal law.
4. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. The Arbitrator shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law or on any claim or complaint within the jurisdiction of a state or federal agency.
6. The Arbitrator shall have no power over any dispute involving the termination of a probationary employee.

G. **Appeal of Discharge or Suspension**

Grievances involving an appeal of discharge or suspension shall be initiated directly at Level II. Further, discharge of an employee during the probationary period shall not be processed beyond Level II of the grievance procedure.

**ARTICLE 5
CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of uninterrupted operation of the instructional program during the school year. The Association agrees that neither it nor any of the employees in the Association, during the period of this Agreement, will participate in, authorize, assist or support any strike, slowdown, sanction work stoppage of any kind in this district including "mass sickness" or any concerted or group activity which has the effect of withholding, in full or in part any services. In the event of any violation the Board may take whatever disciplinary action it deems appropriate including discharge. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. In the event of such violation of this Article the Association shall endeavor to return the employees to work as expeditiously and quickly as possible.

**ARTICLE 6
EMPLOYEE RIGHTS AND PROTECTION**

- A. The employee shall be entitled to full rights of citizenship and a private life and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination. The parties recognize that the schools' classroom shall not be used to advocate the employee's religious or political beliefs.
- B. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, gender (unless gender is a bona-fide occupational qualification), or marital status.
- C. Any case of assault upon an employee shall be promptly reported to the Board. The Board will provide the employee initial legal counsel to advise the individual of her/his rights and obligations

with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. Time lost by an employee in connection with any incident mentioned in this section shall not be charged against the employee's sick or personal leave and the employee's regular salary shall be maintained until such time the employee becomes compensable under the Michigan Worker's Compensation Law. At the option of an employee, the Board shall pay the difference between the disability benefits provided by the Worker's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro-rata against the employee's accumulated sick leave.

- D. The Board will reimburse employees for any loss, damage, or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. The Board and Association agree there shall be no duplication of benefits and such reimbursement will be determined after the employee's personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft.
- E. In the event a significant complaint or charge is made by any person or group against any employee, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

ARTICLE 7 MANAGEMENT RIGHTS

- A. The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves onto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan and the United States, including, but without limiting the generality of the foregoing, the right to:
 - 1. Manage and control the schools' business.
 - 2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary.
 - 3. Determine the size and placement of the working force and location of all work operations.
 - 4. Adopt and enforce reasonable rules and regulations.
 - 5. Determine all services, supplies, and equipment necessary to continue operation.
 - 6. Determine standards of operation and goals for improvement.
 - 7. Determine qualifications for employees generally and the specific qualifications for various positions.
 - 8. Determine all financial policies and operations.
 - 9. Determine the supervisory organization for all operations.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the employer, 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 terms of this Agreement and then only to the extent such terms thereof are in conformance with the Constitution and laws of the United States.
- C. Nothing in this agreement shall be construed to limit the Board's rights with respect to those matters designated in the Public Employment Relations Act (PERA) as management rights and prohibited subjects of bargaining. Finally, pursuant to PA 9 of 2011, an Emergency Manager appointed under the Local Government and School District Accountability Act may reject, modify,

or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 8
SENIORITY/LENGTH OF SERVICE/PROBATION

A. Seniority

1. New employees hired by the Board shall serve a probationary period for the first ninety (90) working days of their employment. In the event a probationary employee is absent during her/his probationary period, the number of days absent will be added to the ninety (90) workdays probationary period. In the event that a work year ends prior to completion of these ninety (90) days, said probationary period will continue into the subsequent school year.
2. When an employee completes the probationary period in a satisfactory manner, she/he shall be entered on the seniority list and shall rank for seniority purposes from the first day of work.
3. Seniority shall be from the first date of work as a member of the bargaining unit and total years of accumulation in bargaining unit position. Seniority will be granted in quarter, half, or full year units only. An employee must work as a part-time or full-time employee forty-five (45) days the beginning of the employee's work year through January 31 or from February 1 through the end of the employee's work year to qualify for the appropriate unit of seniority. Employees working four (4) hours or more per day (including those employees in a position posted as having a range of hours beyond four (4) per day which prevents the employee from combining the position with another position) will receive full credit. Employees working less than four (4) hours per day will receive one-half (1/2) credit.
4. Identical seniority dates shall be handled as follows:
 - a. Date of hire shall be defined as first day of work;
 - b. A lottery shall be used to resolve any ties which remain. Such a lottery will be mutually established by parties to this Agreement.
5. Seniority shall accrue for sick leave for a period of up to one (1) year and any other leave of absence of less than one (1) month.
6. Seniority shall remain frozen, but shall not accumulate for any leave of absence of one (1) month or more (except sick leave) or during layoff.
7. Leaves of absence, layoff, voluntary and involuntary transfer and/or promotions shall not interrupt continuous service, which means employment in the school's service without break or interruption.
8. No later than July 10th of each year the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Upon publication there shall be a thirty (30) day challenge period of the seniority list. The seniority list will be relied upon by management as accurate if there is no challenge during the challenge period. The list shall include 1) the employees' names, 2) current classifications/number of hours assigned, 3) building assignments, 4) dates of hire, 5) and years of service. After the challenge period, the seniority list only may be revised by mutual agreement of the Board and Association.
9. The LESP President shall receive an electronic copy of the seniority list which includes home address, phone number, hours, work year, classification, years of seniority, date of hire, and building assignments; all information will be available to the LESP President upon request.
10. An employee who leaves the bargaining unit to accept another position with the District

shall neither gain nor lose seniority for a period of one (1) year; at that time the employee shall make the choice of returning to the bargaining unit to a like position, if available, or being taken off the seniority list.

11. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

- B. **Loss of Seniority** - An employee shall be terminated and lose her/his seniority rights if she/he:
1. Quits;
 2. Is discharged and not reinstated;
 3. Is laid off for a period of two (2) years;
 4. Retires;
 5. Is absent from work for three (3) or more days without giving appropriate notice by calling in unless there are extenuating circumstances justifying the lack of notice.

Any such employee who is later rehired shall forfeit all previous seniority and length of service credit for longevity.

ARTICLE 9 REDUCTION IN WORKFORCE

- A. Should the administration determine that it is necessary to reduce the workforce by elimination of positions or reduction in work hours or workdays, such reductions shall be accomplished in accordance with this Article. The word layoff shall mean a reduction in the employee workforce due to a decrease in work, lack of funds, change in educational program, or a reduction in students in the district, in the building, or in a program. A reduction in work hours or workdays shall not constitute a layoff.
- B. Except as referenced regarding Building Staff in this article, and Article 11, A., 4, employees who are to be laid off shall be given no less than thirty (30) calendar days written notice. Further, except for those Building Staff referenced in this article and Article 11, A., 4, employees whose work hours or workdays are reduced during the school year shall be given no less than ten (10) workdays written notice. Should it become necessary to layoff staff or reduce the number of work hours of employees in a particular classification of employees or to reduce the number of employees work hours in all classifications, such layoffs or reductions shall be by seniority and job classification.

In regard to all bumping referenced herein, including both Office Staff and Building Staff, the parties agree to the following:

- If any specific bumping sequence would result in a less senior employee bumping into a position of greater days and/or hours than a more senior employee who had bumped an employee earlier in said specific bumping sequence the more senior employee who was bumped will have the option of bumping into said position of greater days and/or hours; or
- When bumping occurs, if any less senior employee within the same classification is increased in hours, the more senior employee who was bumped will have the option of bumping into said position of greater days and/or hours;
- Any vacancy that exists is considered to be the "least senior employee" in terms of the bumping process.

The following procedures will be followed:

- Reductions and eliminations of positions will be by the following six (6) Employee Classification Groups.
 - (Wage Class I)
 - (Wage Class Ia)
 - (Wage Class II)
 - (Wage Class III)
 - (Wage Class IIIa)

(Wage Class IV)

- The District shall determine the position(s) within each classification and the classification within each classification Group to be reduced or eliminated.
- The reductions or eliminations necessary in each classification group of employees will be made by probationary, temporary and part-time employees in the classification group being laid off or reduced first and if further reductions are necessary the employee with least seniority shall be laid off or reduced. Employees affected by such reductions or eliminations are not allowed to bump a more senior employee or an employee in a higher classification but may bump as follows:

1. Office Staff (Wage Class I, Ia, II)

- a. Except for a Clerk I who shall in no circumstances be bumped by any employee other than another Clerk I, office staff employees whose jobs have been eliminated or reduced in hours or workdays or who have been bumped because of such eliminations or reductions may bump the least senior person within her/his classification group working the same number of scheduled workdays per year. For such reduced jobs, an employee may opt to remain in her/his job rather than bump.

If there are no less senior employees in the same classification group working the same number of days per year, the employee will have the option of either bumping the least senior employee in the classification group working more days per year than the more senior employee or the least senior employee in the classification group working fewer days per year nearest in number to the working days per year of the senior employee. An (12 month) employee who is bumped and who would have no option other than bumping into a position of fewer workdays may exercise the option of bumping the least senior (12 month) employee in the next lower paying classification group rather than bump into a position consisting of less than 230 days. If there are no less senior employees in the classification group, the employee may bump into the next lower classification group.

- b. employees bumped into the next lower classification group under section 1. a. above will have the option of bumping the least senior person in the next lower paying classification group with the same number of scheduled workdays per year, a less senior employee in the classification group working the greatest number more days per year than the more senior employee, or the least senior employee in the classification group working fewer days per year nearest in number to the working days per year of the more senior employee.

- c. Before an Office Staff employee can bump an Office Staff employee at the same or lower level, s/he must demonstrate all skills and qualifications referenced in Article 11, I, 2, a-d (d applies only to Clerk I and Clerk II positions and the General Educational Services Secretary Ia position) as determined by District instruments. Without such demonstration, such an employee will bump into a Wage Class III position following the bumping procedure referenced above. In such a situation in which an Office Staff employee is bumped into a Wage Class III will be presumed qualified, but may be required to obtain additional training and will be paid the hourly wage rate of her/his former Office Staff position for a period of six (6) months or until such employee does not apply for transfer to an Office Staff position. In such case when an employee does not so apply for transfer or has not become qualified for transfer as referenced in Article 11, I, 2, a-d within the six (6) month

period referenced herein the hourly wage rate and number of hours immediately would revert to that of the Wage Class III position held.

- d. If more than one position is eliminated in a classification group during a layoff, the least senior employees in each classification group will be laid off or bumped down and to the extent possible, people remaining in a classification group will retain their current position. If an opportunity to select between two jobs exists, the more senior employee will be given first choice.
- e. Bumping shall continue until all employees have the option of selecting a position with the most days according to seniority or, when resulting in layoff, the least senior employee(s) is (are) laid off. If said bumping occurs during a staffing meeting, it is understood that the above seniority provision applies only to employees who have remained at said staffing meeting.

Office Staff who have bumped as referenced herein due to a job being reduced in hours or workdays shall have up to a twenty (20) workday trial period in which to perform the new job. At the option of the employee, s/he may opt to return to her/his previous job at any time during this trial period. In the event of an employee being absent during her/his trial period, the number of days absent will be added to the trial period.

2. Paraprofessional Staff (Wage Class (III, IIIa, IV)

- a. When it becomes necessary to either increase or reduce the hours of one or more paraprofessionals for circumstances related to the position(s) or as part of a general administrative change the following conditions shall apply:
 - (1) paraprofessionals' hours may be increased or decreased at any time. Paraprofessionals to be affected by an increase or decrease in hours shall be notified at least ten (10) working days in advance of the effective date of the change. A paraprofessional may agree to such a change being implemented with less than ten (10) working days notice. However, if said change is a mid-year change implemented by the administration that directly affects an entire classification of employees (e.g., the paraprofessional reductions of March 1, 2004) all such employees to be affected shall be notified at least twenty (20) workdays in advance of the effective date of the change.
 - (2) Unless a position is posted pursuant to Article 11, C.3.C., employees shall remain in a position which has the number of work hours per week increased.
 - (3) Employees wishing to remain in a position despite a reduction in the number of work hours per week may remain.
 - (4) Unless being prevented by the exception noted below, Paraprofessionals not wishing to remain in a position in which the number of work hours per week has decreased may bump the least senior Paraprofessional in the school who is in a position having the same specific designation (i.e. one of the following: General; Media Center; Section 504: Special Education; At-Risk; or Title I) and who works in the same Wage Class, and has the same number of work hours per week that the employee worked prior to the decrease. If no such less senior instructional paraprofessional exists in the school, the employee will bump the least senior Building Staff employee in the District working the

same number of hours per week that the employee worked prior to the decrease. If no such less senior employee works the same number of hours per week, the employee will bump the least senior employee working nearest to but more hours per week. If no such less senior employee works more hours per week, the employee will bump the least senior employee working nearest to but less hours per week.

Note: Unless authorized as determined solely by management, no Section 504 paraprofessional may be bumped as part of this bumping process.

- (5) Employees bumped from a position pursuant to "(4)" above may bump according to the process specified therein.
 - (6) Following bumping described above in "(4)" and "(5)", if any employee is unable to be placed, s/he shall be laid off with notice of such layoff being considered timely.
- b. Pursuant to Article 10., Section B., 3., paraprofessionals assigned to work with a specific student may work any occasional day that the student is absent due to illness and may complete the day if already working when informed that the student is expected to be absent for two (2) or more days. If the specific student is absent or expected to be absent for two (2) days or more, the paraprofessional will be reassigned.
3. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in workforce. There shall be no requirement for the District to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee. It is understood and agreed that probationary employees whose jobs have been eliminated or reduced in hours, may bump the employee as prescribed in Article 9.B.1,2, and 3 with "least senior employee/person" and "less senior employee" being changed to "employee/person with latest hire date" and "employees having a later hire date," respectively.
 4. In the event of a serious emergency situation over which the employer has no control (for example but not limited to, power failure, flood, fire, serious vandalism, air quality-asbestos problems, etc.) which necessitates a temporary layoff or reduction in hours (not to exceed five (5) workdays) the provisions of this Article shall not apply. An effort will be made to keep bargaining unit employees working during this time; affected employees will be laid off by seniority to the extent possible.
 5. A laid off employee shall, upon application, be granted priority status on the substitute list according to the employee's seniority. Pay shall be at the substitute rate. Laid off employees may continue their fringe benefits by paying the regular per subscriber rate premium for such benefits to the carrier when underwriting rules allow.
 6. Employees on layoff retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose her/his seniority and any further rights under this agreement.
 7. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior laid off employees shall be recalled first provided they are qualified for the position to be filled. Should an entire classification group of employees be restored at a single time all such consequently recalled people shall be returned to their previous position whenever possible regardless of seniority.
 8. Notice of recall shall be sent by registered mail to the employee's last known address. The employee is responsible for reporting changes of address to the Human Resources

Office. The employee shall have ten (10) workdays to report to work from the date that the notice was delivered to the employee's last known address. The failure to report to work within this time period shall be deemed conclusive and shall constitute the employee's resignation from employment unless there is legitimate justification for failing to report.

9. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the current employee who previously held said position shall have the right to apply for re-employment in the position if she/he is not on layoff. Such vacancies shall be posted and filled pursuant to the terms of Article 11 (Vacancies, Transfers and Promotions). Such vacancies shall be awarded to the current employee who previously held the position if:
 - a. The vacancy is a position that had been eliminated which is being reinstated or a position that had been allowed to remain vacant; and
 - b. The applicant held the position within two (2) years; and
 - c. The current employee applies for the vacancy in accordance with Article 11.
10. If the Board anticipates a reduction of staff or reduction of hours affecting an entire classification of employees, such as the paraprofessional reduction of March 1, 2004, it shall notify the LESP and allow the opportunity for consultation prior to taking any formal action.
11. Part-time employees whose jobs have been eliminated or reduced in hours will follow the same bumping process. The total number of "hours worked" will be substituted for the number of "workdays" in the process set forth above.

C. Job Security

It is agreed that no current LESP member with the exception of no more than two (2) building paraprofessionals per year, will be laid off, reduced in hours, or removed from a current job assignment due to the maintenance or expansion of dean of student positions.

The LESP President will be notified as to which positions are affected by this language prior to any such reduction being executed. Any such reduction as it relates to Article 9.C., will be effective following the end of the school year and communicated following Board action, if necessary, but prior to the annual bid meeting.

**ARTICLE 10
CLASSIFICATIONS**

A. All current employees are assigned to one of the following positions (classifications) for work assignments (e.g., Instruction - High School Secretary). All positions (classifications) are placed in one of six (6) wage classification groups (Staff I, Ia., II, III, IIIa and IV). The Classification Groups are recognized for purposes of Article 9 -- Reduction in Workforce. Management has the right to leave positions vacant due to financial and/or operational considerations. The Classification Groups and the designation of the work year for each position (classification) are as follows:

STAFF	WORK YEAR	WAGE CLASS	SICK LEAVE
Business Office Clerk I	230 days	I	12
Business Office Clerk II	230 days	II	12
Facilities and Support Services			
Secretary-in-Charge	230 days	Ia	12
District Technology/Media/Bsn Secretary	230 days	II	12
Cafeteria Secretary	230 days	II	12
Transportation Secretary	230 days	II	12
Central Office			
Gen. Educational Services Secretary	230 days	Ia	12
Special Education Secretary	230 days	Ia	12
Enrollment/General Ed Secretary	230 days	II	12
Auxiliary Human Resources Secretary	230 days	II	12
Auxiliary Special Education Secretary	teacher work year + days to equal 198	II	10
Receptionist/Telecommunication	230 days	II	12
Secondary Building			
Secretary-in-Charge (HS & MS YR)	teacher work year + days to equal 222	Ia	11
Secretary-in-Charge (MS)	Teacher work year + days to equal 217	Ia	11
CFI Building Secretary	teacher work year + days to equal 212	Ia	10
High School Building Secretary			
Guidance Secretary	teacher work year + days to equal 222	II	11
Attendance Secretary	teacher work year + days to equal 207	II	10
Athletics Secretary	teacher work year + days to equal 212	II	10
Middle School Building Secretary			
Secretary	teacher work year + days to equal 212	II	10
Elementary Building Secretary			
Secretary-in-Charge	teacher work year + days to equal 203	Ia	10
Lapeer Virtual Secretary	Teacher work year + days to equal 212	Ia	10
Auxiliary Secretary	teacher work year + additional days as otherwise defined by management based on need	II	10
Kids & Company Secretary	230 days	II	12
Media Paraprofessional	teacher work year	III	10
Special Education Program Paraprofessional	Teacher work year + 5 days	IIIa	10
Building Paraprofessional	teacher work year	IV	10
Instructional Paraprofessional	Student school year +3 days	IV	10

B. Classifications by Work Year

- 230 Day (12 Month) Employees** - Employees assigned as 230 Day (12 Month) employees shall be assigned to work 230 days that the Central Office is open for normal business except for such absences provided by the provisions of this contract.
- Teacher Work Year Employees** - Employees assigned to a school as teacher work year employees shall be assigned to work on each day that teachers are scheduled including evening parent-teacher conferences and evening open houses for parents.

Employees assigned to Central Office shall not be assigned to work on the evenings that parent-teacher conferences or open house for parents are held.

3. **Student School Year Employees** - Instructional paraprofessionals are assigned as student school year employees and work on student attendance days plus 3 additional days as scheduled by the administration. On days when students are in attendance less than a full day, instructional paraprofessionals generally work no longer than the amount of time that students are in attendance on such days. The three additional days referenced above may be on any non-student, teacher workday with the nature of such work being determined by the administration (e.g. in-service or building-level work) with the understanding that the number of hours worked each such day will not be less than that normally worked by each employee. The schedule for the 3 additional days will be consistent among all elementary schools, will be consistent at both middle schools, and will be consistent among all high schools unless mutually agreed to the contrary. Instructional paraprofessionals must actually work in order to be paid for any of these 3 additional days (i.e. paid sick leave or personal leave cannot be used to receive related pay). Finally, this schedule will be provided to the Association not later than August 15 of each year. Instructional paraprofessionals have a work year of at least 30 days.

Instructional paraprofessionals assigned to a specific student may work any occasional day that the student is absent due to illness pursuant to Article 9, B, 3.b. Instructional paraprofessionals may work non-student days beyond the 3 additional non-student, teacher workdays referenced above only at management discretion.

C. Review of Secretarial Classifications

Classification changes shall take place through: 1) the negotiations process, 2) letters-of-agreement if it is a mutual concern and takes place during the life of a ratified master agreement.

ARTICLE 11 STAFFING, VACANCIES, TRANSFERS, PROMOTIONS

A. Paraprofessional Staffing

Initial positions for a school year shall be filled as follows:

1. **Media paraprofessionals and Building paraprofessionals** shall be assigned to the same position held the previous school year if the same position exists. If the number of hours of the position has decreased or the position has been eliminated, initial staffing shall occur prior to the posting meeting pursuant to Article 9., B., 3. of the *Master Agreement*. Any Media Paraprofessional who does not have enough seniority to bump a Media Paraprofessional pursuant to Article 9, B, 3 will be staffed at the Annual Bid meeting pursuant to Article 11, A, 3. Any Building Paraprofessional who does not have enough seniority to bump a Building Paraprofessional pursuant to Article 9, B, 3 will be staffed at the Annual Bid meeting pursuant to Article 11, A, 3.
2. **Instructional paraprofessionals and Special Education Program Paraprofessionals** -assigned to a position that primarily consists of media center responsibilities, a position that primarily consists of 504-related responsibilities, a Special Education position, an At-Risk position, a Grant Funded position, or Special Education Program Position shall be assigned to the same position held the previous school year if the same position exists. It is understood that "same position" means a position having the same specific designation as the position held the previous school year (i.e. one of the following: Media Center; Section 504; Special Education; At-Risk; Grant Funded; ECSE; SEI; CI; District) in the same school as the previous school year with the same number of work hours per week as the position held the previous school year. If multiple "same positions" exist in one school but such positions are reduced in number compared with the prior school year, assignments for the school year will be made from highest seniority to lowest seniority. Anyone who does not have enough seniority to be placed in the "same position" will be staffed at the Annual Bid meeting pursuant to Article 11,

A, 3. Instructional paraprofessionals may have assignments within a building changed during the school year.

3. Annual Bid Meeting

Any remaining vacancies following the initial staffing identified in "1" and "2" above, will be filled through an annual staffing meeting. The meeting will be held the fourth Tuesday of June at 10:00 AM (or at another mutually agreeable date and time) in the Administration and Services Center.

No later than five (5) workdays prior to the bid meeting referenced below, a listing of positions will be e-mailed to all LESP members. Said listing shall include work location(s), work schedule(s), job details and medical or hygiene procedures of each tentative position.

Any paraprofessional with a staffing assignment wishing to place her/his position in the pool shall so notify the Board and the Association as soon as feasible but no later than 3:00 PM on the Friday immediately preceding the bid meeting and a final listing of positions to be posted will be emailed to LESP members by 3:00 PM the day before the bid meeting. Any new vacancies occurring after 3:00 PM on the Friday before the bid meeting will be filled through the regular posting process starting in July. A decision to place a position in the pool shall be irrevocable, but any employee may select any position (including one the employee had previously vacated) if consistent with the following provisions.

Positions will be selected in rounds by seniority and qualifications (minimum qualifications as set forth in the skill requirements section of the job description set forth in Appendix B) by those eligible employees present at the staffing meeting or who have submitted written authorization empowering someone to select for them. If more positions are available than the number of participants (including laid off employees, if any), positions may be combined at any point in the selection process until the number of positions equals the number of participants. Combined positions must be compatible as determined by the Administration (e.g. allow reasonable drive time, etc.) and shall total no more than eight (8) hours per day. Positions combined in this manner will not be provided mileage. Positions may not be combined if it would result in laid off employees, if any, not having had the opportunity to select a position. Remaining vacancies will be posted for LESP employees. In Round 2, bumping will occur using the process specified in Article 9, B, 3 as may be needed if, in Round 1, any employee's hours had been reduced in comparison to the employee's prior year assignment. .

If mutually agreeable, the Association and Administration may determine to set aside the staffing meeting referenced above and replace it with the normal posting process referenced in Article 11, B and C. If such a determination is made, paraprofessionals will be so informed prior to the third Monday of June. NOTE: For this annual staffing process and for vacancies occurring following initial annual staffing, instructional paraprofessional positions for which the District receives special education funding may only be combined with other positions receiving such funding. .

Vacancies occurring following initial staffing will be filled pursuant to Article 11, B and C.

4. After completion of all steps for staffing paraprofessionals, if there are any staff who are discovered unplaceable they shall receive immediate verbal notice of layoff to be followed by written notice which shall be considered timely notice under contract provisions; similarly, if there are any staff who are reduced in hours in comparison to the previous year, they shall receive immediate notice of reduction which shall be considered timely. .

B. Vacancies

A vacancy shall be defined, for purposes of this Agreement, as an opening which the District intends to fill in a position previously held by a bargaining unit member or a newly created position within the bargaining unit. When a position increases in hours, work year, or classification, it is not considered a vacancy according to Article 11 and will not have to be posted.

No vacancy shall be filled during the school year until it has been posted for at least three (3) working days except on a short-term basis, not to exceed thirty (30) workdays. Postings that occur during the summer months when the traditional school year is not in session will be three (3) days in length.

Whenever a vacancy occurs or is anticipated, the Human Resources Office shall promptly notify the LESP. During the regular school year (i.e. the student school year), notice of vacancy will be e-mailed to all LESP members. During summer recess for students, notice of vacancy will be e-mailed to all LESP members by noon every Tuesday beginning the second week in July and concluding the second week in August.

C. Voluntary Transfers (Postings)

All transfers shall be made in accordance with the criteria established in the job descriptions on file in the Human Resources Office.

1. A voluntary transfer is defined as an employee-requested movement to a vacant position.
2. The Board declares its support of a policy of filling position vacancies in the bargaining unit from transfers within the bargaining unit.
 - a. **Paraprofessional Positions (Wage Class III, IIIa and IV)** - Vacancies will be filled with the most senior, qualified bargaining unit applicant. Qualifications will be the minimum qualifications set forth in the skill requirements section of the relevant job descriptions contained in Appendix B and as referenced in paragraph "I, , 1." Instructional paraprofessionals may have assignments within a building changed during the school year.
 - b. **Building Mentor Paraprofessional** – Vacancies will be filled with the most qualified bargaining unit applicant as determined by administration based on the factors listed in the "skill requirements" section of the job description contained in Appendix B.
 - c. **Office Staff Positions/Media Paraprofessionals (Wage Classes I, Ia, II, and III)** – Qualifications will be the qualifications set forth in the skill requirements section of the relevant job descriptions contained in Appendix B., as specified in specific position postings, and as referenced in "I ., 2.". The administration may fill a Clerk I or Clerk II position with a less senior applicant in the event said applicant scores higher than a more senior applicant on the job specific test referred to in I., 2., d.
3. Requests for transfer to a vacancy shall be made in writing or from one's own email account (district or personal email).
4. **Limitations of Transfer Requests**
 - a. **Requests during Leave of Absence**

All employees on discretionary unpaid leave (e.g. parental leave, education leave, reduction in staff leave) shall be able to apply for available positions subject to the following restrictions.

 - i. Positions posted during summer recess for students may be applied for if the return from leave is scheduled for no later than the first teacher workday.

In the event two or more bargaining unit members are equally qualified for a position as determined through I., 2., a., b., c., d ("d" applies only to Clerk I and Clerk II positions) and e. below, the most senior applicant shall receive the position. In no event shall a non-bargaining unit member be hired for a bargaining unit position when a bargaining unit member meets the minimum qualifications.

- ii. Positions posted during the regular school year (i.e. at times other than summer recess for students) may be applied for if the employee is available to work within thirty (30) workdays of the start date of the position.

All employees on nondiscretionary unpaid leave (e.g. personal or immediate family injury or illness upon expiration of sick days) shall be able to apply for available positions, if the employee is available to work within thirty (30) workdays of the start date of the position.

Employees on paid leave shall have no restrictions and may apply for any available position.

b. Probationary Employees Requesting Transfers

Probationary employees do not have seniority or seniority rights and, therefore, C., 1., and 2. above do not apply to them. Probationary employees, however, will be considered equally along with non-bargaining unit applicants for vacancies for which they qualify and for which no qualified, non-probationary employees have applied.

Probationary employees whose work year ends prior to completion of their probationary period will be staffed as follows to begin the succeeding school year:

- iii. Unless bumped pursuant to Article 11, A. ., all paraprofessionals except General Instruction Paraprofessionals shall return to the position held the prior school year if it still exists. Until the probationary period is successfully completed, such employees have no transfer rights.
- iv. All probationary General Instructional Paraprofessionals may apply for vacancies that exist after the Annual Bid meeting, and they will be assigned to such vacancies based on dates of hire.

c. Instructional paraprofessionals assigned to **504 positions shall remain in the position s/he was in immediately following the bid meeting until the earliest of the following:**

- i. The employee transfers following the Annual Staffing Meeting but prior to the students' first day of school;
- ii. The position is eliminated;
- iii. The position is reduced in hours enough that the employee would fall to the next lower benefit level grouping;
- iv. The employee places his/her position in the pool pursuant to Article 11, A, 3;
- v. The Administration authorizes a voluntary or involuntary transfer;
- vi. The employee transfers to a Wage Class I, Ia, II, or III position.

When any 504 position is filled by a non-unit member after the Annual Bid Meeting, it is filled on a terminating basis and is considered a "term position". Employees filling term positions become unit members upon filling such a position. Each term position shall be posted at the subsequent school year bid meeting if such position still exists. As an exception to both Article 11, A and the above-referenced guidelines, any such one-on-one position will be posted only if it is increased enough in hours following the Annual Staffing Meeting but prior to September 30 so as to increase to a full benefit package as defined in Article 17, B, D, and E. For such a posting, the standard posting process referenced in Article 11 shall be utilized.

d. Instructional paraprofessionals who request a voluntary transfer **during the students' school year to an instructional paraprofessional position having the same number of workdays and the same or less hours of work per week will be transferred only if so determined solely by the employee's supervisor. Such**

determination will be based first on student and school need as determined by the supervisor and second on the employee's preference. When requesting such a transfer, an employee must provide her/his current supervisor with a written explanation of why the transfer is desired. When such a transfer request is denied, the employee will receive written explanation from her/his supervisor when requested. General Instructional Paraprofessionals may transfer at their discretion. All Instructional Paraprofessionals may transfer at their discretion if one (or more) of the following applies to the situation.

I. Transfer is to a higher pay classification

II. Transfer is to a position having a different number of workdays per week

III. Transfer is to a position having more work hours per week

5. Supervisors of any position which is vacant may schedule a meeting with any bargaining unit applicants in order to discuss the following:
 - a. position expectations;
 - b. applicant's job-related background;
 - c. questions that the supervisor or applicant may have.
6. After the expiration of the posting period, vacancies will be filled within a reasonable period of time. When a vacancy or new position is filled, the Board immediately will notify the LESP President in writing. If a layoff occurs affecting the applicant selected to a posted position before the starting date of the position, the vacancy will be reposted.
7. If a requested voluntary transfer is granted, the employee will receive the rate of pay for the new position.
8. Vacancies occurring while employees are eligible for recall will be posted and filled pursuant to the terms of this Article. In order to avoid undue delay in the filling of vacancies during a period of recall, when it is apparent to Administration that a number of vacancies and/or subsequent vacancies may occur, the following will apply:
 - a. If at any time during the recall process the Administration determines that a number of vacancies may arise, resulting in a delay in the filling of positions as a result of the posting process, the Administration and Association may mutually agree to suspend the posting process and provide for a bid meeting.
 - b. All known vacancies will be posted for a period of at least five (5) working days prior to the bid meeting. Employees on layoff will be notified by letter of the meeting, vacancies, and procedure involved. (For the first such meeting the parties will develop a process to ensure that all members are informed of the importance of the meeting and how the vacancies will be filled.)
 - c. Posted vacancies will be filled by the most senior, qualified person who bids for the position. Subsequently created vacancies will be filled in the same manner.
 - d. All employees (active or on layoff) interested in filling any of the posted positions, or positions which may subsequently be created by those filling positions, should be present. Employees covered by this agreement who cannot be present must make arrangements, in writing, to have someone select for him/her.
 - e. At the close of the bid meeting, all selections shall be final and binding.
9. In the event of a voluntary transfer: the bargaining unit members shall be given a five (5) to ten (10) workday trial as determined by the administration in which to show her/his ability to satisfactorily perform on the new job; these five (5) to ten (10) such days shall be with students present if the position is filled at the beginning of the school year and the assignment is in a building with students.

The employer shall give the transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to her/his previous assignment. All subsequently affected staff will bump back to their prior assignment. An employee who receives a voluntary transfer, but then exercises the option to return to her/his former position and then posts for another position under this provision will be denied the right to exercise her/his right to be returned to her/his previous assignment for a period of one (1) year from the date of the initial transfer.

NOTE: If five (5) workdays in which students are present do not occur within the trial period referenced above, the trial period will be extended to include five (5) such days.

D. Involuntary Transfers

1. The parties agree that unrequested transfers of employees are to be minimized and avoided whenever feasible, as determined by the Administration.
2. An involuntary transfer will be made only for good cause. The administrator responsible for Human Resources shall notify the affected employee and the LESP of the reasons for such transfer. If the employee objects to such transfer, the dispute may be resolved through the grievance procedure.
3. Bargaining unit members shall not be placed on a lower step (wage scale) due to such transfers.

E. Promotion

In the event of promotion from one classification to another: the bargaining unit member shall be given a twenty (20) to thirty (30) workday trial as determined by the administration in which to show her/his ability to satisfactorily perform on the new job; at least five (5) such days shall be with students present if the position is filled at the beginning of a school year and the assignment is in a building with students. The employer shall give the promoted bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. Upon employee request or at the Board's discretion, the Board may provide the bargaining unit member an orientation period as determined by the Board. The intent of such orientation, if provided, is to familiarize the successful applicant with her/his new job requirements in areas such as the following: daily operations; building procedure; paperwork and forms; and familiarity with the computer. Such an orientation period, if provided, will be conducted by the employee who previously held the position or an employee in a similar position whenever possible. Such an orientation period, if provided, will not be considered part of the trial period, and wage and benefit level will remain the same level as prior to the promotion during any orientation period. If the bargaining unit member is unable to demonstrate ability to satisfactorily perform the work required during the trial period, or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to her/his previous assignment. In the event an employee is absent during his/her trial period, the number of days absent will be added to said trial period.

F. Short-term Assignments (1-30 workdays)

The Administration has the discretion to assign bargaining unit members to short-term assignments to substitute for other unit members in a higher classification within the same building or department for up to thirty (30) workdays. Employees assigned to short-term positions shall be paid the higher classification at the full experience level of the unit member during the temporary assignment, with the exception of a Wage Class IV employee assigned to a secretary or clerk position shall receive the beginning Wage Class II rate.

G. Temporary Positions (30 work days – Full School Year) and Temporary Personnel

Temporary positions [defined as positions from which a bargaining unit member will be absent for at least thirty (30) workdays but not more than one full year], will be filled in the following manner. Temporary personnel are defined as non-unit personnel who substitute for unit

employees who fill temporary positions. Temporary personnel also are defined as non-unit personnel who perform work also done by bargaining unit members pursuant to Article 21, C.

1. A temporary position will be posted for LESP members first with the understanding that if a bargaining unit member will be absent for at least thirty (30) workdays from a full-time elementary, middle school or high school secretary position in a building in which a part-time secretary position exists, the Administration may determine to place the part-time secretary in the full-time position and post the part-time position as a temporary position.
2. The most senior qualified member who posts will transfer to the temporary position for the term of the position (one move only unless the Administration determines to move two unit members as referenced in G. , 4 as follows). The trial period provisions specified above in "E" are applicable. At the end of the temporary position, the employee will return to her/his original position.
3. The LESP person in the temporary position will receive all benefits and rights associated with that position at her/his seniority level (benefits, wage, seniority, etc.).
4. Temporary personnel will fill the vacated position. Employment of the temporary personnel in relation to a temporary position shall terminate upon return of the regular unit member or at the time the temporary position becomes permanent, is posted, and is staffed by a bargaining unit member. Occasionally, rather than utilize a temporary employee, the Administration may determine to temporarily move a unit member in to fill the vacated position. In such case, the Administration will have the sole determination as to which unit member will be so moved, and temporary personnel will be placed in the resultant vacated position. Employees assigned to a temporary position shall be paid the higher classification at the full experience level of the unit member during the temporary assignment, with the exception of a Wage class IV employee assigned to a secretary or clerk position shall receive the beginning Wage Class II wage.
5. Seniority will not accrue to any temporary personnel.

H. Substituting on Non-Workdays

When substitutes are needed during what are non-work days for some LESP members, such LESP members having a non-workday who have expressed written interest to the employer to substitute shall be given first preference substituting in positions for which they are qualified as determined by the Administration. Pay for such substituting will be determined by the Administration and will be communicated to unit members in advance to such substituting assignments.

I. Qualifications/Skills/Training

All testing/examination results referenced herein shall be maintained by the administration in a log which includes the following:

- Date a test or exam is given;
- Names of LESP members taking the test or exam on each date;
- Names of LESP members passing each test or exam.

After each test or exam is given, the log will be updated and the Association president will be provided a copy of the updated log.

1. Paraprofessional Staff

- a.** Employees applying for transfer to paraprofessional positions must have satisfactorily completed the State of Michigan testing standards for Highly Qualified status or have earned at least sixty (60) semester hours at an institution of higher learning.
- b.** Employees applying to transfer to Wage Class III or IIIa Paraprofessional positions will need to complete any related mandatory training for the position as soon as it becomes available.

c. Grant Funded Paraprofessionals

- i. Bargaining unit members working as Grant Funded paraprofessionals shall meet the requirements of the Elementary-Secondary-Education Act (ESEA) of 2001.
- ii. The District will provide professional development for paraprofessionals if required in the ESEA. The nature of such professional development will be determined by the Board in consultation with the Association.

2. Office Staff

Employees applying for transfer to Office Staff positions must demonstrate qualifications a, b, c, d, and e as follows: Media Paraprofessionals must demonstrate qualifications a, b, and e; secretaries must demonstrate qualifications a, b, c and e; Clerks I and II must demonstrate qualifications, a, b, d, and e.

Any and all examinations referenced below shall reasonably reflect the skill and/or knowledge required for the position as determined by the Board. Any bargaining unit member may arrange to have an Association representative present to observe the examination session(s).

Prior to the examinations referenced below the Board agrees to provide to bargaining unit members scheduled to take the examination(s) access to computer work stations for practice. Examinations referenced below shall be offered at least two (2) times during each school year, and each bargaining unit member shall be sent notification of the scheduled time and place of testing.

The parties agree that confidentiality of exams and exam results shall be maintained at all times though exam scores of an individual shall be shared with that individual upon request. The Association president shall be provided a complete list of exam scores upon request.

For a transfer to any Office Staff position, an employee will be required to retake a previously taken examination if proficiency standards on the examination have not been achieved by the employee or if the examination has been revised by the Board since it previously was taken by the employee.

- a. Proficiency in typing at the level of at least fifty (50) words per minute (35 wpm for media paraprofessionals; Clerk I; Clerk II; Facilities and Support Services Transportation Secretary) as determined by examination, to be developed or purchased by the Board and reviewed in advance by the Association.
- b. Competency in English usage and in math, as demonstrated by satisfactorily completing (i.e. meet the State of Michigan testing standards for Highly Qualified Status under the NCLB) the State identified assessment Test or having received an associate's degree or higher. NOTE: Employees who demonstrated such competency by meeting the requirements of the District Basic Skills Test prior to June 19, 2008 will be considered to have met this competency requirement.
- c. Proficiency in the Microsoft Office products: Word, Access and Excel, and/or other database and spreadsheet software that may be utilized in the future. Prior to the implementation of required proficiency in software other than Word, Access and Excel, the District will provide related training and notice of at least ninety (90) calendar days. Such proficiency shall be determined by examination(s) developed or purchased by the Board and reviewed in advance with the Association. After implementation of any examination, the Association may schedule a meeting to ask questions or express concerns about an examination because of failure rate or other feedback the Association receives.
- d. Clerk I and II positions and General Educational Services Secretary Ia position only - Proficiency in organizational skills utilized in a specific position and job

specific skills utilized in a specific position including, but not limited to, software applications. Such proficiency shall be determined by examination(s) and standards developed by the Board in cooperation with the Association. Such cooperation will involve the Administration reviewing with the Association components of the examination(s) for the purpose of general identification of what will be tested and how it will be tested. Further, after implementation of any examination, the Association may schedule a meeting to ask questions or express concerns about an examination because of failure rate or other feedback the Association receives. Until revised by the Board, job specific tests will be the same for each vacancy within a specific position.

- e. That s/he is the unit member best suited for the transfer. This will be determined by the position supervisor through interview(s) and reference checks with one or more former or current LCS supervisors. An Interview Rating Form, a Composite Interview Rating Form, and a Reference Check Form mutually developed by the Administration and the Association will be used to determine which candidate is best suited for a vacancy. These forms comprise Appendix F. All unit members who have demonstrated proficiency and competency in required areas as referenced above shall be considered for transfer as referenced herein with the best suited unit member, as determined by the supervisor, being offered the transfer. Regardless of a supervisor's assessment of an applicant for transfer through the interview and reference check process, in no case will a non-unit member be offered a position if a unit member has applied for transfer to the position and has demonstrated proficiency and competency as referenced above.
1. Interview teams will consist of at least 3 members, one of which will be the position supervisor.
 2. If the interview format includes activities other than traditional questions and answers (e.g. authentic assessment), prior to the interview process the administrator responsible for Human Resources and the LESP President will review the proposed format in order to verify its relevance and appropriateness, and candidates will receive an email from the Human Resources Office prior to the interview which describes the interview format. Each element of the interview process will be the same for each candidate being considered for any specific vacancy (i.e. interview questions, scenarios, and any authentic assessment will be identical). Such elements will focus on the following:
 - Work experience/professional development
 - Interpersonal skills
 - Situational awareness/problem solving/decision-making
 3. Following use in the interview process, the Interview Rating Forms will be consolidated on a Composite Interview Rating Form (see Appendix F) which will be forwarded to the Human Resources Office (the original Interview Rating Forms will be destroyed by the supervisor). The administrator responsible Human Resources and LESP President will have access to the Composite Interview Rating Forms which only will be used in relation to the specific vacancy to which it pertains.
 4. Following use in the interview process, the Reference Check Forms will be forwarded to the Human Resources Office and will be reviewed only by the administrator responsible for Human Resources due to the confidential nature of their contents. Though no one else will have access to these forms, the LESP President may consult with the administrator responsible for Human Resources to verify that the forms were used properly and support the determination about which unit member was best suited for the transfer.
 5. Following the interview process, the administrator responsible for Human Resources will review the Composite Interview Rating Forms and Reference Check Forms to ensure that all provisions referenced in this contract have been followed prior to filling a vacancy and to ensure that interview and

reference check processes referenced herein support the supervisor's determination of which unit member is best suited for transfer.

6. After the interview process has been completed and has been reviewed by the administrator responsible for Human Resources and LESP President, as referenced above, the Composite Interview Form and Reference Check Form(s) will be destroyed.

ARTICLE 12 HOURS AND WORKING CONDITIONS

A. Workday

1. A bargaining unit member's workday shall be up to 8 hours except for any day which may be extended if so determined by the Administration (e.g. parent-teacher conference, IEPC meeting, or other extenuating circumstance).
2. A full-time employee shall be one who works more than thirty (30) hours per week. An employee who works thirty (30) or less hours per week shall be considered part time. Employees working in more than one position within the bargaining unit will be credited with the total number of hours worked in bargaining unit positions in determining benefits under the terms of this contract.
3. A paraprofessional shall be allowed one fifteen (15) minute paid rest period during each three and one-half (3 ½) hour period of work. Office Staff employees shall be allowed one twenty (20) minute paid rest period during each four (4) hour period of work. An employee may not leave her/his assigned building during any paid rest period.
4. Employees working at least five (5) hours have the right to a one-half (½) hour duty-free lunch period and management has the right to require a duty-free lunch period but, if mutually agreed by the employee and management, five (5) consecutive hours of work with no duty-free lunch may be scheduled. Further, a one (1) hour duty-free unpaid lunch period may be provided as determined by management in a posting or in a currently staffed position with mutual agreement of the employee in the position, the employee's immediate supervisor, and the administrator responsible for Human Resources. Employees assigned to paraprofessional positions who must work through their lunch period because of attending to particular special needs students such as P.O.H.I. students shall either eat with students and be paid continuously from start of workday to end of workday or be allowed an alternative time for lunch..
5. Except for Instructional Paraprofessionals whose hours may change at any time, an employee shall be notified at least three (3) workdays in advance of any changes in work times, but it is understood that an employee may voluntarily agree to change work times within said three-day period.
6. The normal workday shall be between 7:00 a.m. and 5:00 p.m. unless otherwise mutually agreed upon, the Transportation Secretaries' hours shall be between 5:00 a.m. and 5:30 p.m.
7. Media Paraprofessionals may work less than the teacher work year, subject to the following:
 - a. Media Paraprofessionals' basic workweek is five (5) days.
 - b. If the employee, principal, District, and Association agree, the Media Paraprofessional's hours may be consolidated into a four (4) day workweek for any specific year. Upon completion of each year, the position will revert back to a five (5) day schedule. Total hours in a four (4) day workweek remain the same as a five (5) day workweek.

- c. If a vacancy occurs during the year where a four (4) day week is in effect, it may be posted as a four (4) day week. In such event, the position will return to a five (5) day week position at the end of the year.

B. School Closings

1. When regularly scheduled student attendance days are canceled due to weather or other emergencies all employees designated as 230 day or teacher work year + days to equal 230 (twelve month) employees shall be expected to work their regular shift.
2. When regularly scheduled student attendance days are canceled due to weather or other emergencies, employees who are less than 230 day or less than teacher work year + days to equal 230 (12-month) employees generally do not report to work and shall not be paid for the day if not worked. For said employees, pay for up to a maximum of 6 days may be received if an employee converts a sick day that was earned, prior to such a day that was cancelled, pursuant to Article 18, B.2.b. If the days are required by law to be made up for State Aid or contracted obligations, such employees not working shall be scheduled to work on and be paid for the days later designated by the official school calendar, determined solely by the Board and in respect to other collective bargaining agreements, as make-up hours. If the canceled days do not count as days of instruction under the State Aid Act and the Board determines the canceled days should be rescheduled, such employees who did not work the canceled days shall be scheduled to work days designated on the official school calendar, determined solely by the Board, and be paid for the rescheduled days after working said days.
3. Any employee who has begun work prior to the school closing will be paid the employee's hourly rate for time worked prior to cancellation. In no event will employees receive less than two hours pay if they report for work prior to cancellation. Less than 230 day or less than teacher work year + days to equal 230 employees working more than the teacher work year may voluntarily work when regularly scheduled student attendance days needing to be made up are canceled due to weather or other emergencies after receiving approval from supervisor.
4. On days when students are released early for weather or other emergencies in any or all buildings, employees shall work their regular shift unless hazardous or unhealthful conditions, as determined by the Superintendent, exist. In such circumstances employees shall be released when notified by the Superintendent.
5. Whenever the administration delays the start of classes at some or all of the buildings, employees shall be expected to work their regular hours. Should it be necessary to make up the day, employees will be paid for the additional day.
6. If an employee is unable to report to work due to inclement weather, she/he may use any emergency day or vacation leave time provided to her/him under the contract.
7. When conditions develop during a day requiring the early closing of the offices, all office employees will be paid for a regular workday for their category.
8. If school is canceled and the employee has been approved for a paid leave day, paid leave time will not be deducted. An employee on unpaid leave of any sort shall not be paid for any day that is canceled due to weather or other emergency as referenced in "2".

C. General Conditions

1. No employee shall be left in charge of a classroom as a substitute for an absent teacher except for a temporary period until a certified substitute arrives.

This provision does not restrict the Board's right to assign employees to responsibilities

for or to positions requiring or specifically for the purpose of the direct supervision of students either on a temporary or permanent basis. Such assignment shall not require administrators or teachers being assigned to also be present during such assignments. All employees may be assigned, consistent with applicable laws, the general purposes of their position and past practices, to such responsibilities as being in charge of and responsible for student supervision in classrooms, hallways, lunch rooms, playgrounds, and other school areas.

2. All staff meetings will be held during the working day, excluding lunch hour.
3. Any committee participation outside of regular work hours shall be on a volunteer basis.
4. The responsibility for supervising the playground during recesses generally should be that of the Building Paraprofessional.

D. Employee Improvement

1. An employee required by the administration to attend a workshop or take specialized training shall have her/his enrollment fee, materials and mileage paid by the Board. When such training requires an overnight stay, necessary expenses for room and meals shall also be paid only if previously approved by the Board. Regular wage shall be paid for such attendance or training, whether it is within or outside the employee's normal workday.
2. If an employee is required to attend training sessions outside the normal workday, she/he will be paid her/his hourly rate for the time spent during such training.
3. Employees may enroll in the Lapeer Community Schools enrichment program for courses that would directly relate to their employment with the school district, provided that:
 - a. Enrollment in such courses must have prior approval of the Central Office;
 - b. Fees for approved courses shall be paid by the Board of Education;
 - c. Courses shall be limited to one (1) per semester;
 - d. Request for approval must be made, in writing, stating course and fees and meeting nights at least two (2) weeks in advance of the first meeting.

- E. Accommodations** – In accordance with the Americans with Disabilities Act (ADA), the employer shall make reasonable accommodation to the known disability (as defined by the ADA) of an otherwise qualified, disabled individual, unless the employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

**ARTICLE 13
OVERTIME**

When it is necessary to schedule overtime work to an employee or employees, as determined by management, it shall be scheduled or assigned to the extent practical to the employee or employees of the building, section, office, department, or classification at which the need arises. When such overtime work has been assigned, an employee shall work unless excused by management for good reason.

The administration shall have the right to assign additional work hours to an employee working less than full time rather than to assign overtime hours to another employee. This shall include circumstances of having employees assigned to offices, sections, departments, buildings, or classification other than their normal work assignment.

Overtime will be paid at time and one-half for all hours over forty (40) in the work week. Time paid during the work week constitutes time worked for overtime purposes.

Two (2) times the regular hourly rate will be paid in addition to regular holiday pay for all approved work hours occurring on actual holidays that are defined in this agreement. This double-time provision does not pertain to a Monday or Friday off due to the actual holiday falling on a Saturday or Sunday.

ARTICLE 14 COMPENSATION

The wage rates of employees covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement.

All employees shall be paid on a time clock, time sheet, or time card basis and shall not defer wages beyond that allowed by the Fair Labor Standards Act or IRS regulation. The work week shall be 12:01 AM Saturday through 12:00 midnight Friday for payroll purposes.

Longevity

- A. Employees will receive a lump sum longevity payment based upon their length of service as of June 30 of each year. Total length of service will be total District service. Any employee who loses seniority pursuant to Article 8, B and is later rehired shall not be eligible to receive any longevity payment.
- B. For longevity purposes one year of work credit (length of service) will be allowed for each full year worked (based upon each employee's specific work year) without a break in service in a District position.
- C. The longevity payment will be based upon the employee's length of service. The longevity payment will be paid to those eligible employees and resignees, as set forth above and below, who are employed and/or have received regular wages for actual work hours and paid sick leave (if any).

To be eligible for longevity payment, employees and resignees who have worked during the fiscal year with such work, paid sick leave (if any), and FMLA leave (if any) continuous through at least January 15 of the fiscal year but who are not on the District's payroll in June of each year, longevity will be prorated by the number of days worked using the following formula: longevity amount divided by number of days in employee's regular work year times the number of days paid. Employees and resignees not meeting the above eligibility criteria shall not receive longevity payment.

For example: $\$475/188 \times 140 = \354

The longevity payment schedule is as follows:

5-7 years	\$475
8-11 years	\$500
12-15 years	\$525
16-19 years	\$550
20+ years	\$600

**ARTICLE 15
HOLIDAYS**

- A. The employer will pay eligible employees the regular daily wage for the following holidays to all regular employees, even though no work is performed:

Labor Day	Good Friday
Thanksgiving Day	Easter Monday (or other mutually agreed day)
Day after Thanksgiving	Memorial Day
December 24, 25	July 4 & a day adjacent to July 4 (for 230 day, teacher work year + days to equal 230, and 12 month employees)
December 31 and January 1	

When any of these holidays occurs on a Saturday or Sunday, the following or preceding workday shall be paid with no work performed.

- B. The following eligibility rules shall govern the payment of holiday pay:
1. A less than full-year employee is eligible for July 4 holiday pay if her/his normal work year is extended by the Board in order to meet District need for work beyond the employee's regular number of workdays. If a less than full-year employee must work additional days beyond July 4th to complete her/his scheduled work year, she/he will not receive July 4th holiday pay.
 2. For each holiday falling or being celebrated on a non-workday of an employee who doesn't work Monday through Friday, such employee will receive holiday pay in the amount of one-fifth of her/his normal work week hours multiplied by the percentage of a five-day work week that she/he regularly works (e.g. for a four-day per week employee, the percentage would be 80%). If each workday is not the same number of hours, holiday pay for such employees shall be calculated on an average per diem basis.
 3. To be eligible for holiday pay, the employee must work, use a paid leave day or a non-workday approved by the District for both of the employee's workdays immediately prior to and after the holiday except that Building and Media Paraprofessionals may request to take off without pay a student non-attendance day and if such a request is approved and such day is immediately prior to or after a holiday, such paraprofessional will be eligible for full holiday pay. Such days taken off shall not count as nonpaid days relative to the "Attendance Improvement Program" letter of agreement.

**ARTICLE 16
VACATIONS**

- A. Each 230-day employee shall be entitled to vacation benefits as outlined below. In determining years of service for vacation, total years of service will be total, continuous years of District service in a 230-day position without a break in such service in a LESP position. Service time is determined as of June 30 of each year.

For all 230-day employees, unpaid non-workdays shall be used in combination with paid vacation days so as to not result in more than 230 days worked in any fiscal year. Vacation days shall be scheduled as mutually agreed by the employee and her/his supervisor with the express understanding that employees with a work year designated as "teacher work year + days to equal 230" must take the vacation days and unpaid non-workdays during down time for students (e.g. winter, spring, summer recesses). Unpaid non-workdays as referenced above shall be used as follows:

- For vacation or other purposes as scheduled by mutual agreement of the employee and her/his supervisor;
- For sick leave as referenced in Article 18, E, instead of such leave being unpaid as referenced in Article 18, J, 2 and 3.

**Service Time
(in 230 day position) on June 30**

Less than one year

One year or more but less than five years
Five years or more but less than twelve years
Twelve years or more

Vacation Days

Number of days from
proration scale
10 days
15 days
20 days

PRORATION SCALE *

<u>Months</u>	<u>Days Earned</u>	<u>Months</u>	<u>Days Earned</u>
1	0	7	2 1/2
2	1/2	8	3
3	1	9	3 1/2
4	1 1/2	10	4
5	2	11	4 1/2
6	2 1/2		

* For 230-day employees with less than one (1) year of service as of June 30 of each year

Vacation days are earned each fiscal year for use in the subsequent fiscal year. Vacations may be taken at any time during the year (July 1 - June 30), providing they have met with the approval of the immediate supervisor and they do not conflict with the following:

1. Vacations must be scheduled tentatively by July 15 of each fiscal year. Changes will be allowed only upon specific approval of the Superintendent or her/his designee.
2. Whenever possible, vacations shall be taken in one week units.
3. No vacations will be granted the week previous to the starting of school.
4. Vacation "carry-over" will not be allowed. Unused vacation days shall be converted to sick days.

- B. Employees who have fifteen (15) days or more of paid vacation will not be permitted to use unpaid days for vacation-like purposes. 230-day employees who have less than fifteen (15) days of paid vacation will be permitted to use up to five (5) unpaid days per year for vacation-like purposes. ("Unpaid days" are not the same as "unpaid non-work" days addressed in Section A., above.)

Unpaid leave for employees with work year designated as "teacher work year + days to equal 222" is discouraged and should not be annual in nature, but it is agreed that up to five (5) days of unpaid leave per school year for vacation-like purposes shall be granted by the Administration to said employee.

Unpaid leave for employees other than those referenced above is discouraged and should not be annual in nature, but it is agreed that up to five (5) days of unpaid leave per school year for vacation-like purposes may be granted by the Administration to said employee.

- C. No payment will be made for unused vacation days for individuals with less than five (5) years of seniority leaving the employment of the Board of Education before the end of the fiscal year.

**ARTICLE 17
INSURANCE EMPLOYEE BENEFITS**

It is the responsibility of each employee to apply for the insurance coverage referenced herein. No employee shall be eligible for insurance coverage or for enhanced benefit level resulting from a change in position assignment until enrolled in the policy and the beginning of the month following thirty (30) working days in an assignment qualifying for such benefits or enhanced benefit level.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on her/his behalf for failure to comply with this provision. Any portion of the premium owed by an employee shall be payroll

deducted.

- A. **Life Insurance:** The Board shall provide group term life insurance protection in the amount specified below which will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

230 day (Twelve Month) Employees – all categories \$25,000
Less than 230 day Employees-all categories and \$20,000

Employees working four (4) hours or less but more than two (2) hours per day shall receive one-half (½) of the indicated coverage.

B. **Medical Insurance:**

1. At the option of each employee and as selected in writing by each employee, the Board shall provide the medical plan options as identified by the District Health Care Committee. The Association will identify representatives of the Association to serve on the District Health Care Committee. Annually, the District Healthcare Committee will review district and employee costs related to health insurance in order to explore ways to maintain quality insurance options for district employees. Following discussion and input from representatives of all Bargaining and Non-Union staff, the Committee will advise the medical plan options available to district employees.

Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the maximum allowed by the State of Michigan for single, 2-person, or full family coverage according to the annually adjusted "hard cap" for health insurance.

Further, upon expiration of the Master Agreement the Board's premium obligation shall be capped in accordance to PA152 and PA54 until a successor Master Agreement is effectuated.

Employee contributions to medical insurance premiums as previously referenced shall occur through payroll deduction on a schedule to be determined by the Board after consultation with the Association.

The Association may initiate discussion with the Board regarding change in benefit levels and/or carriers for the purpose of exploring ways to maintain costs of medical insurance at levels that would not require employees to pay a portion of premium costs or would reduce such payment.

2. Should the carrier add new benefits to the certificate of insurance and notify the Board that said addition will cause a specified increase in the monthly payment, the Board shall not pay the increased cost. The increased cost would be paid by the employee by payroll deduction.
3. Employees are not entitled to medical insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carrier's minimum hours provision.
4. Benefit Duration for Retiring/Laid off Employees
Benefits shall be maintained for retiring or resigning employees as follows:
- a. For employees retiring or resigning, Board-paid life insurance and long-term disability insurance shall terminate on the employee's last actual workday;
 - b. For employees who resign and are eligible for MPSERS benefits, Board-paid medical, dental, and vision insurances shall terminate at the end of the last month of employment;

- c. For employees who resign but are not eligible for MPSERS benefits, Board-paid health insurance will continue as follows:
- For employees completing the full school year and providing at least two (2) weeks written notice of resignation, medical insurance will continue through the immediately following August only if the employee does not obtain such insurance through another employer prior to that time, and dental and vision insurances will continue through June of the current school year;
 - For employees not completing the full school year or not providing at least two (2) weeks written notice, Board-paid medical, dental, and vision insurances will terminate at the end of the last month of employment.

The Board will continue medical insurance for a period of up to two (2) months to laid off employees, who are receiving Board-paid medical insurance at the time of layoff and who have completed their entire work year if they do not apply for unemployment benefits until September 1 following layoff. Employee contribution to medical premiums, if any, shall continue during this period of time. Any laid off employee who is eligible for Board-paid medical insurance who has completed her/his entire work year who applies for unemployment benefits prior to September 1 shall have the Board-paid contribution terminated upon such application. Any employee not completing an entire work year shall have fringe benefits terminated at the end of the month in which layoff or resignation occurs.

5. The Board shall provide, by the schedule below, to bargaining unit members the medical insurance provided in this Section B.

Board Paid Amount

a. **Employees hired prior to January 1, 2001**

Employees regularly scheduled to work more than thirty (30) hours/week: 100% of the Board-paid amount

Employees regularly scheduled to work at least twenty (20) hours per week but no more than thirty (30) hours/week: 50% of the Board-paid amount

b. **Employees hired on or after January 1, 2001**

Employees regularly scheduled to work forty (40) or more hours/week: 100% of the Board-paid amount for Full Family, Two-Person, or Single Person Coverage.

Employees regularly scheduled to work thirty-two and one-half (32.5) to less than forty (40) hours/week: 100% of the Board-paid amount for Single Person Coverage or 50% of the Board-paid amount for 2-person or full family coverage.

Employees regularly scheduled to work twenty-five (25) or more but less than thirty-two and one-half (32.5) hours/week: 50% of the Board-paid amount

6. An annual open enrollment period during which employees will select their medical insurance plan will be scheduled by the District, consistent with IRS regulation, and the month in which the open enrollment period is held will be communicated to every employee by District e-mail.

7. The Medical Waiver Plan

Bargaining unit members eligible for 100% of the board-paid medical premium amount (solely on the basis of eligibility determined with respect to regularly scheduled hours of work under Article 17, B., 5.) who do not elect medical insurance provided in this section "B" will receive:

- \$200 per month as the waiver plan amount pursuant to the medical insurance waiver plan specified in the Employee Wrap Plan according to the terms of the Plan if eligible for 100% Board Paid full family, 2-person, or single coverage.

- \$100 per month as the waiver plan amount pursuant to the medical insurance waiver plan specified in the Employee Wrap Plan according to the terms of the Plan if eligible for 100% Board Paid single person coverage only.
- Employees desiring to shift from medical insurance to this waiver plan must notify the District in writing.

8. The Board agrees to make a Flexible Spending Account (FSA) Plan available for medical and other allowable purposes.

C. **Long Term Disability Insurance:** Employees working at least one-half (1/2) time or more shall be provided long term disability insurance.

Long Term Disability Insurance - will include the following provisions:

- 66 2/3% of salary after ninety (90) calendar days qualifying period
- \$3,500 monthly maximum
- 24 hour coverage, immediate employee eligibility
- Preexisting conditions, limitation waived
- Social Security freeze with family offset
- 50% maximum offset to benefit of wages
- Six (6) months before new waiting period is required
- Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.
- L.T.D. after ninety (90) days
- Mental, nervous, drug and alcohol: These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

D. **Dental Insurance:**

1. Unit employees and their eligible dependents are eligible for dental coverage as listed below based on the following hire dates:

- hired prior to January 1, 2001, and who are regularly scheduled to work more than thirty (30) hours/week, or
- hired on or after January 1, 2001, and who are regularly scheduled to work thirty-two and one-half (32.5) or more hours/week

Non Coordination of Benefit (NON-COB) -- The Board will provide unit employees and their eligible dependents Non-COB dental insurance with a benefit level of 100% Class I, 80% Class II, 80% Class III, 80% Class IV. Each insured person is limited to a maximum of \$2,000 for Class I, II, and III expenses in any one benefit year and \$1200 lifetime for Class IV. Such insurance will have a benefit level as described in the "Summary of Benefits" located on the District Website under "transparency report".

Coordination of Benefit (COB) -- If an employee is eligible for other group dental care through a spouse, either within or outside the bargaining unit, COB dental insurance with a benefit level of 50% Class I, 50% Class II, 50% Class III, and 50% Class IV will be provided. Each insured person is limited to a maximum of \$2,000 for Class I, II, III expenses in any one benefit year and \$1,200 lifetime for Class IV. Such insurance will have a benefit level as described in the "Summary of Benefits" located on the District Website under "transparency report".

Benefits will be coordinated up to 100% of the dental charge. If the plan of the employee's spouse is less than the district's 50% plan, or if the spouse's plan will not coordinate benefits, the employee may choose either the 100-80-80-80 group or the 50-50-50-50 group.

2. All part-time employees (qualifying for coverage based on hire date and work hours listed below) will be provided dental insurance for themselves and their eligible

dependents. All such employees will be placed in the 50-50-50-50 (NON-COB) group as referenced above.

- hired prior to January 1, 2001, and who are regularly scheduled to work at least twenty (20) hours/week, but no more than thirty (30) hours/week, or
- hired on or after January 1, 2001, and who are regularly scheduled to work at least twenty-five (25) hours /week but less than thirty-two and one-half (32.5)

3. Dental insurance will include endosteal implants subject to limits of the policy.

E. Vision Care:

1. Employees hired prior to January 1, 2001

- a) Employees regularly scheduled to work more than thirty (30) hours/week and their eligible dependents shall be provided NVA.
- b) Employees regularly scheduled to work at least twenty (20) hours but no more than thirty (30) hours/week shall be provided NVA.

2. Employees hired on or after January 1, 2001

- a) Employees regularly scheduled to work thirty-two and one-half (32.5) or more hours/week and their eligible dependents shall be provided NVA.
- b) Employees regularly scheduled to work at least twenty-five (25) hours but less than thirty-two and one-half (32.5) hours/week shall be provided NVA.

F. Notwithstanding anything contained in this Master Agreement, eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the District and the carriers. Any rebates or refunds on premiums paid by the District shall accrue to the District.

G. Employees shall have the option of purchasing short-term disability insurance from M.E.S.S.A. or the District's carrier through payroll deduction.

H. Retirement Allowance:

The Board agrees to provide \$200.00, upon retirement, subject to qualification criteria specified below, to bargaining unit members who have worked for the district for ten (10) years. In addition, the Board agrees to provide \$20.00 per each year of service beyond the tenth (10th) year upon retirement.

To qualify for the above allowance: an employee with a "230 days" work year as referenced in Article 10 must submit his/her written resignation at least three (3) months prior to its effective date; all other employees must submit their written resignation, effective the end of the current fiscal year, at least one (1) month prior to the end of their work year.

**ARTICLE 18
LEAVES**

Other than Education Leave as referenced below and except as may otherwise be determined by the Board in relation to leaves granted under "G." below, an employee returning from a leave of absence of one (1) year or less shall be returned to the same previously held position. If the position has been eliminated or the employee is returning from a leave of absence granted under F., 2. or F., 3. and lasting longer than one (1) year as the result of extension granted under "G" below, the employee shall be offered an available position comparable to the previously held position. If a position is not available the employee shall be returned to a position pursuant to the bumping process contained in Article 9., B. An employee returning from other leaves of absence lasting longer than one (1) year shall be offered the first available position for which the employee is qualified and senior pursuant to Article 11.

Upon return from leave, the employee's previously accumulated sick days, if any, may be used and previously accumulated seniority will be recognized.

A. **Family and Medical Leave Act**

The Board will comply with provisions of the Family and Medical Leave Act of 1993 as amended (FMLA) (as may be applicable to management/supervisory employees).

The Board adheres to a 12 month rolling period in tracking FMLA time for Family/Medical and Qualifying Exigency Family Leaves.

All FMLA leaves shall be unpaid following utilization of all paid leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Details regarding District policies & procedures related to FLMA can be found in Board Policy & Administrative Guideline 7430.01. For questions about FMLA, please contact the Human Resources Office.

The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted leave pursuant to the Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee. However, should such voluntary termination be the result of an employee's disability relating to the purpose of the FMLA leave and should such disability be the reason that the employee terminated his/her employment, recovery of premium payments as referenced herein will not be sought.

B. Sick Leave

1. Regular employees shall receive one (1) day of sick leave for every month they are scheduled to work or will be on paid leave in the upcoming school year, consistent with the sick leave designations referenced in Article 10.A. Sick leave days will be credited and available for use at the start of each school year. The number of hours of sick leave earned shall be based on her/his regular assignment during the school year. For any employee not working five days per week and/or not working the same number of hours each day, the number of hours credited is calculated by dividing the total hours worked each week by 5. Each employee shall be entitled to an accumulation of the unused portion of each year's leave to a total of sixty (60) days (average number of hours per day times 60, ex. 6 hrs/day x 60=360 hrs., 8 hr x 60=480 hrs.). Each employee will be able to access their leave accruals electronically.

a. All employees may use sick time in increments as follows:

1. no less than fifteen (15) minutes if no substitute is needed
2. two (2) hours if substitute is needed or one-half of the employee's assignment, whichever is less

Beyond such minimum increments, additional time may be used in one minute increments.

b. The parties agree that as a general rule, day will refer to the particular workday of the individual employee (e.g. 3.5 hour paraprofessional uses

one sick day when ill. One sick day equals 3.5 hours).

However, for the purpose of accumulation and payout, the parties agree as follows:

1. Accumulation of sick days shall be based on total hours.
 2. Paraprofessionals and secretaries working less than a full day will accumulate and be charged hours based on the number of hours worked per day (e.g. paraprofessional works 3.5 hours/day for 188 days and doesn't use a sick day, thereby accumulating 10 unused days or 35 hours. In order to determine the number of hours to be applied to the maximum accumulation, the number of hours worked per day would be multiplied by the number of unused days: 3.5 hours x 10 days = 35 hours).
2. Leave of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons:
- a. For personal illness or health disability or medical appointment or illness of spouse, children, , parents, siblings, grandparents, grandchildren, or any person whose relationship is equivalent to that of a household relative. Children, parent and sibling include foster and/or adoptive. Children and parent also include step, legal guardian/ward, in loco parentis, or eligible employee's parent in-law.
 - b. Any less than 230 day or teacher work year + days equal to less than 230 employee who has accrued paid sick leave may convert up to 6 days of such paid sick leave to school closing leave in order to be paid for a day referenced in Article 12, B. 2. with the express understanding that such an accrued paid sick leave day must have been earned prior to using it for a day that school was closed.

Further, for Employees having paid vacation days, paid vacation days shall be used for the above reasons if the employee's sick leave allowance has been exhausted.

Return from such sick leave will be as referenced in Article 18, G

3. In the event of an absence of an employee for illness of five (5) consecutive working days or more as described above in E.,1, the employee shall provide a doctor's statement confirming illness or disability and, if LTD benefits are to be received, when such illness or disability began. When feasible, the approximate date for returning to active employment should be provided. Failure to supply such a statement within five (5) workdays of the fifth consecutive workday so absent would result in said leave being considered unpaid.
4. **Compensation for Unused Sick Days**
 - a. The maximum accumulation of sick leave days shall be sixty (60) days (average number of hours per day times 60, ex 6 hrs/day x 60=360 hrs., 8 hr. x 60=480 hrs.) as specified above. Employees reaching the maximum shall be granted days each year but shall not increase accumulation. Those employees who in the future shall have the maximum accumulation plus unused days above their maximum shall be granted \$7.89 for each unused hour above the maximum on June 30.
 - b. Upon retirement or voluntary termination, employees with at least ten (10) years of service to the district will receive \$2.50 compensation for each unused sick hour.

C. Bereavement

1. **Bereavement Day**

An employee may be absent without loss of pay for up to a total of three (3) working days for the death of a member of the employee's immediate family which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister or in-laws of like relationship. These days are not to be deducted from sick leave. An additional two days, if necessary, shall be deducted from sick leave.

If additional time is needed for a death other than the above, approval must be obtained from the Superintendent of Schools or his/her designee and any additional time will be deducted from accumulated paid time off.

2. **Funeral Day**

Two working days per year shall be allowed for the death of a friend or relative not elsewhere covered in this Agreement. The second day is deductible from available paid time off (sick, personal business or PTO). Documentation to verify appropriate use of time may be required.

D. **Personal accident involving worker's compensation:** Sick leave allowances for employees injured while working for the Lapeer Community Schools and thus becoming eligible for Worker's Compensation benefits shall be as follows:

1. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period she/he is unable to work as a result of an accident.
2. If the employee chooses the option of using sick leave days, her/his Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of her/his regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost based on the ratio of the school funds used to make the employee's regular daily rate.
3. Employees qualifying for Workers' Compensation due to a work-related illness or injury may be returned to work in a "Favored Work Position" that is designed to meet their physical needs and restrictions. Such work will either be LESP bargaining unit work or work that is not exclusive to any bargaining unit. The decision to return the employee to work will be made by the Superintendent or designee after consulting with the medical personnel responsible for advising the administration on work restrictions. Compensation for such a position will be such that the Board and/or Workers' Compensation carrier will assure the employee an amount equal to the employee's daily rate of pay for work occurring during each of the employee's regular workdays. For work outside regular workdays (i.e. vacation periods), the employee will be paid an amount equal to that earned under Workers Compensation regulations. Favored Work positions will not replace a regular position and are not subject to the position bidding process. The work duties of each favored work position will be outlined in writing and will be provided to the Association and employee prior to the beginning of such favored work. The Association and Administration shall confer regarding such duties including pertinent expectations and requirements prior to implementation of each new favored work position. Employees will not be assigned to favored work positions in which the employee works alone between the hours of 11:00 PM and 5:00 AM.

E. **Personal Business Leave Days**

1. Personal Business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal Business days shall be approved without substantiation or explanation except for the periods of time delineated on the "Request for Personal Business Leave" form. Due to the difficulty of securing substitutes on Fridays, employees are encouraged to plan for prearranged Personal Business days on days other than Friday. Employees may be contacted to request a rescheduling of Personal Business days contingent upon substitute availability.

2. All employees covered by this Agreement earn two (2) days off per work year, with pay, for the purpose of attending to personal business. Personal Business days can accumulate to four (4) days. Any in excess of four (4) will transfer to accumulated sick leave. A person employed during the period from February 1 through the end of the employee's work year shall be granted only one (1) day for that period. A person employed less than one full work year or on a part-time basis shall have the days prorated, based upon their percentage of time employed.
 3. The day(s) must be requested by presenting the "Request for Personal Business Leave" form (Appendix D) to the building principal. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event, the building principal should be contacted by telephone prior to the absence and the request shall be put in writing after return.
 4. It is the district's intent that Personal Business Days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. **Personal Business Days may not be used for vacation or hunting.**
 5. **One emergency day** per year will be granted or allowed to be used in two-hour increments. This day is deductible from sick leave.
 6. Personal Business days shall not be used in increments that exceed the workday being covered by the leave provision (i.e. employees cannot earn more in leave than they earn while on the job).
- F. The following leaves of absence without pay or other benefits shall be granted by the Board for up to one (1) year when requested by an employee. Upon completion of leave the employee shall either post (not bump) into a position pursuant to Article 11 or shall have her/his employment terminated.
1. **Parental Leave**
Upon written application an employee shall be granted a parental leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years, provided:
 - a. Verification from a doctor or legal agency must be submitted with the leave request that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
 - b. During such parental leave the employee shall not be entitled to any pay or other fringe benefits. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority, except as otherwise provided in this agreement.
 2. **Medical Leave - Personal**
Personal illness or injury, if accompanied by a physician's statement. The physician's report, at the employee's expense, shall be given to the Human Resource department indicating need for leave. Seniority shall accumulate during such leave for a period of up to one (1) year. Upon expiration of an employee's sick days, the employees insurance, as set forth in Article 17. Insurance, Section B., will be continued at Board expense for an additional two (2) months.
 3. **Medical Leave – Family Members**
Prolonged illness in the immediate family as described in "B.2.a" of this Article, if accompanied by a physician's statement.

4. **Education Leave**

Upon written application, an employee shall be granted a leave for the purpose of pursuing full-time college education or vocational training. Such a leave shall not be shorter than one trimester and may not be longer than one school year with the understanding that, upon written application, one or two additional trimester(s) or one additional school year of education leave may be approved at the discretion of the Board. Initial application and application for additional leave beyond what initially was approved shall include the following:

- a. Anticipated duration of leave and number of credits to be taken;
- b. Description of college or vocational program;
- c. Institution;
- d. Why the employee is pursuing such a program.

Also, for extenuating circumstances and upon employee written explanation of need, the administration may grant leave for less than full-time college education or vocational training (e.g. limited availability of needed courses or need to take the final two courses for graduation).

At least once per college or vocational school semester while on leave, the employee shall submit to the Human Resources Office student grade reports or transcripts in order to verify continuing eligibility for such leave.

- G. Other personal leaves, or extensions of leaves, may be granted at the discretion of the Board upon written employee request. Return rights shall be determined by the Board at the time of the leave request. Unpaid leave for vacation-like purposes (e.g. family or individual trip, family reunion, birthday celebration, etc.) is to be discouraged due to operational difficulties caused by such discretionary leaves. Due to such operational consideration, management may deny any and all unpaid leave requests for vacation-like purposes except as provided for in Article 16, B, or may limit approval of such requests. Denials of or limits placed on such leaves shall be subject to the grievance process only through level two (Superintendent's level). Any employee taking unpaid leave for vacation-like purposes without prior management approval will be subject to discipline. Finally, any unpaid leave for vacation-like purposes will result in an employee who receives Board-paid health (medical, dental & vision) insurance being charged the daily value of medical insurance for each day of such leave. This daily charge will be calculated by multiplying the employee's monthly dental, medical and vision rate by twelve and dividing the total by 365. Such charge will occur through payroll deduction on a schedule determined by management. Return rights shall be determined at the time of the request.

H. **Jury Duty**

Any employee summoned to jury duty shall be paid the employee's regular wage/salary for each working day of absence providing that jury fees, less mileage, are refunded by the employee to the Board. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless more than half of his/her work day would be over by the time the employee could reasonably arrive at work. In order to receive payment under this Section, an employee must give the employer prior notice that said employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days claimed.

I. **Court Subpoena on Behalf of Employment**

The Board will reimburse the employee on the same basis as in paragraph "H" of this Article, for court appearances connected with the employee's employment by the District other than employee vs. Board, or when subpoenaed by court.

- J. **Professional Leave** - An employee may request a conference day for professional improvement. It is understood that such a day will be granted at the discretion of the administration. Policies for approval of expenses will be established by the Board. The number of employees who may be absent at one time would be determined by the administration. If conference days are curtailed or eliminated due to financial limitations, a Personal Business Day without expenses paid and subject to the criteria for approval of

conference days, can be used for a conference day.

- K. **Reduction in Staff Leave** - During a reduction in staff any employee may request a leave of absence for a period not to exceed two (2) years. The leave shall be granted if said leave would result in the return of an employee from the reduction in staff list or avoid the layoff of an employee currently on staff. Upon return from such leave the Board will return the employee to an available position consistent with seniority and staffing rules prevailing.
- L. **Military Leave** – Lapeer Community Schools complies with the requirements of the Uniformed Services Employment and Re-Employment Rights Act (USERRA). Among other things, USERRA provides that any employee who is called into the uniformed services of the United States, or who is activated as a member of the National Guard or Reserve Forces, or who enlists in the uniformed services shall be granted leave of absence without pay for the period of such absence up to five years or as otherwise required by USERRA. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Lapeer's service and returning within the time allotted.
- M. **Association Leave:** Four (4) days shall be provided for Association Leave in the event the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for the furtherance of its own professional purposes or other business leaves pertinent to Association affairs. Said representatives shall be excused, providing the frequency does not significantly interfere with the quality of the employees' work. For days in excess of four (4) per school year, the Association will reimburse the district for the costs of substitutes for the additional days, and providing that said request for leave has been submitted to the Superintendent or his designee for approval as soon as possible prior to the leave. Association business shall be defined as determined by the Lapeer Educational Support Personnel Executive Board.

ARTICLE 19 PERSONNEL FILES AND EVALUATION

- A. An employee shall have the right to review the contents of all records, excluding references and records exempt by law, of the Board pertaining to said individual originating after the initial employment, and to have an Association Representative, if requested, present at such review.
- B. No material shall be placed in employee's personnel record unless the employee has had an opportunity to review said material. The employee shall also be given an opportunity to sign evaluations, discipline documents and other documents reflecting adversely upon the employee before they are placed in the employee's personnel record. The employee may submit a written notation regarding any material and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in the employee's file, such signature shall be understood to indicate the employee's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- C. **Evaluation of Employees**
 - 1. Non-probationary Employees
 - a. The work performance of an employee shall be evaluated at least biennially, using Secretary and Paraprofessional Performance Appraisal (SPPA) (Appendix E). It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the supervisor, consistent with other contract provisions as applicable.
 - b. Evaluation shall be conducted by a management supervisor designated by the Human Resources Office who is knowledgeable about the position and the employee's performance in it. The person conducting the evaluation shall not be a member of the bargaining unit.
 - c. Before an employee's job performance is rated Unsatisfactory on a Summative

Assessment, the supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that the employee's job performance is not satisfactory and to discuss means of improvement. A completed Formative Assessment will be used to put the employee on such notice.

- d. If the employee's job performance is rated Unsatisfactory at the Summative Assessment review, the supervisor will counsel the employee as to how to improve and how to proceed to strengthen the weakness. The evaluation form will contain the program specifically stating the weakness and the plan of assistance for overcoming the deficiency.

If the nature of the weakness in the employee's job performance requires a re-evaluation prior to the next review, it will be so stated in the plan of assistance. If such re-evaluation will take place, it will not be sooner than after a thirty (30) workday period of time has passed to allow time for improvement.

If a deficiency stated in one evaluation is absent from the following evaluation, the employee will be presumed to be performing in a satisfactory manner in that area.

- e. Changes in the evaluation criteria and forms are subject to the negotiations process.

2. Probationary Employees

Probationary employee will receive a Formative Assessment Performance review within the first 30 to 45 workdays of the probationary period. Work performance deficiencies should be identified and methods of improvement should be specified.

- D. An employee shall be notified, in advance, of the purpose of a meeting in which an unsatisfactory evaluation is to be reviewed and signed, and the employee shall be entitled to have an Association representative present.

ARTICLE 20 DISCIPLINE OF EMPLOYEES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action. The first sentence of this section shall not apply to the termination of a probationary employee.
- B. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline generally will be exercised and will include steps as follow: verbal warning, written warning, written reprimand, suspension with or without pay, and discharge as a final and last resort. One or more progressive steps may be skipped dependent upon the seriousness of the incident. Alleged breaches of discipline shall be brought to the employee's attention promptly, however the administration may delay doing so while it investigates if it is believed calling the issue to the attention of the employee will jeopardize the investigation and it involves conduct which would constitute criminal activity.
- C. An employee shall be notified, in advance, of the purpose of a meeting in which disciplinary action is to occur, and the employee shall be entitled to have an Association representative present.
- D. Written notice of discharge or suspension shall be presented to the employee and the Association the same day.

**ARTICLE 21
NON-UNIT PERSONNEL**

- A. The parties recognize that the Michigan Public Employment Relations Act (PERA) contains provisions regarding prohibited subjects of bargaining. Except as governed by those provisions bargaining unit work shall be performed by members of the bargaining unit who are covered by this Agreement, subject to the exceptions set forth below.
- B. The parties recognize that student help may be used to assist secretaries, consistent with past practice. Student workers will not be used to reduce, eliminate, or replace bargaining unit positions.
- C. The parties recognize that unusually heavy workloads may, from time to time, necessitate the hiring of non-unit temporary personnel to perform work also done by bargaining unit members on a short-term basis [usually for a period of one (1) week, but in no event longer than thirty (30) workdays without mutual agreement of the parties]. Before temporary personnel will be hired, a part-time employee working in the classification in the building where the work is to be performed will be given the opportunity to work additional time on a temporary basis to alleviate the problem if the part-time employee can continue in her/his regular assignment and can work all of the hours associated with the additional short-term work that is needed. If work is still available, the part-time employee in the same classification group who is the most qualified as determined by management will be given the opportunity to work additional time under the same conditions set forth above. If work is still available after offering it to such part-time employees, the District may employ non-unit temporary personnel to complete the task. In no event will non-unit temporary personnel replace bargaining unit employees, nor shall their employment reduce the number of hours regularly worked by the bargaining unit member. Pay for such work is as determined by management and will be communicated to the employee at the time such work is offered.
- D. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit. Such personnel shall not be restricted in their performance of bargaining unit work.
- E. In addition to utilizing non-unit personnel as referenced above in "C", the parties recognize that non-unit personnel are used by the district to substitute for employees who are absent for less than thirty (30) workdays and to substitute for unit members who fill a temporary position up to one full year pursuant to Article 11, K.

**ARTICLE 22
GENERAL**

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she/he may have under the Michigan General School Laws, or the applicable laws and regulations.
- B. In the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court 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.
- C. Copies of this Agreement shall be posted on the District website within thirty (30) days after it is signed. The LESP shall be provided with ten (10) copies, at no charge to it, for its use and up to twenty (20) more copies if requested.
- D. In the event a new position is instituted by the District, the District will notify the Association President and LESP representative in writing. The District will have the right to set a temporary rate for the position which, unless the Association notifies the District in writing during the first thirty (30) days of its desire to negotiate over the wages, hours and working conditions of the position, will become the permanent rate after the first thirty (30) days. To the extent possible,

the District will confer with the Association prior to the implementation of the position.

ARTICLE 23 CARE OF STUDENTS

All employees assigned to a school building may, when necessary, be assigned specific duties which arise from the special physical and health needs of particular students who may be assigned to the building. Whenever possible and in accord with existing statutes and regulations students requiring specialized health or care services such as, but not limited to catheterization, feeding, toileting, showering, dressing, shall be assigned to a building having an established POHI program and/or an employee identified as Special Education Program Paraprofessional or Instructional Paraprofessional (504). Assignment of such students to a particular building shall not require the Board to establish any particular program or to hire any particular new employee.

The administration shall provide appropriate training in any required techniques or procedures needed by the employee to fulfill any such assignments related to this provision. The employee shall be provided such hygienic equipment as may be necessary to appropriately provide such assistance. The training and procedures to be used shall be in accord with the providing guides and directions of the State Department of Education and the local and State Department of Health. Where an employee performs techniques or procedures that must be performed under the supervision of a licensed health professional under the Michigan Public Health Code, the requirements of that legislation pertaining to supervision shall be satisfied. For example, the employee shall have the ability of direct communication in person or by radios, telephone, or telecommunications with the licensed health professional if required by law. Upon request of an employee who performs such health or care services and with approval of the building principal where such services are performed or as otherwise determined by the principal, such a licensed health care professional will visit a school to review specialized health or care services provided to students in order to allow for further training and/or discussion of related procedures and protocols.

The principal of the building shall determine the specific assignment of, scheduling of or sharing of such responsibilities among the bargaining unit employees in the building; provided, however, that such duties shall be primarily fulfilled by the Special Educational Program Paraprofessional or Instructional Paraprofessional (504), if such a position exists in the particular building, or by the Building Paraprofessional unless otherwise mutually agreed upon within the building.

All bargaining unit employees assigned to a school building shall receive appropriate inservice training in first aid techniques and shall assist in and provide, along with other trained staff, emergency treatment as may be necessary. Specifically, such inservice will include training in CPR and basic first aid on a schedule determined by the administration.

The Board shall provide by its appropriate insurance carriers or by other appropriate means adequate liability protection as determined by the Board for employees performing such tasks when they are acting within the scope of their district assigned responsibilities.

Except in emergencies the employee shall have in the immediate area another employee responsible for observing and being available to assist in the procedures performed related to this provision.

ARTICLE 24 MEDICAL EXAMINATION

- A. If the administration requires a medical examination, an employee shall be examined by a Board-appointed licensed physician who shall file a written report to the superintendent of the employee's medical condition.
- B. The cost of such medical examinations will be subject to Board expense.

**ARTICLE 25
DURATION AND SCOPE OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. This Agreement shall be effective December 2, 2021 and shall continue in effect through June 30, 2024. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date or otherwise with mutual agreement of the parties. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative as of December 1, 2021.

**Board of Education of the
Lapeer Community Schools**

**Lapeer Educational Support
Personnel**

Summer Putnam, President

Marty Zmiejko, MEA UniServ Director

Lisa Novak, Secretary

Myra Bray, President

Appendix A

2021-2023 LESP Wage Schedule

	I	Ia	II	III	IIIa	IV
Beg	\$14.40	\$13.90	\$13.40	\$12.52	\$12.00	\$11.00
12	\$14.58	\$14.14	\$13.69	\$12.67	\$12.25	\$11.30
24	\$15.03	\$14.59	\$14.15	\$13.00	\$12.50	\$11.67
36	\$15.89	\$15.41	\$14.91	\$13.40	\$12.75	\$11.87
48	\$16.49	\$15.88	\$15.27	\$13.75	\$13.00	\$12.02
60	\$17.29	\$16.65	\$16.01	\$14.42	\$13.50	\$12.35

2023-2024 LESP Wage Schedule

	I	Ia	II	III	IIIa	IV
Beg	\$14.76	\$14.25	\$13.74	\$12.83	\$12.30	\$11.28
12	\$14.94	\$14.49	\$14.03	\$12.99	\$12.56	\$11.58
24	\$15.41	\$14.95	\$14.50	\$13.33	\$12.81	\$11.96
36	\$16.29	\$15.80	\$15.28	\$13.74	\$13.07	\$12.17
48	\$16.90	\$16.28	\$15.65	\$14.09	\$13.33	\$12.32
60	\$17.72	\$17.07	\$16.41	\$14.78	\$13.84	\$12.66

APPENDIX B
JOB DESCRIPTIONS

JOB DESCRIPTION

**I. Job Title: Business Office Clerk I - Payroll/Insurance/
Purchase Orders/Accounts Payable**

II. Reports to: Assistant Superintendent for Business and Operations

III. General Description of Position:

The Business Office Clerk I is responsible for assistance with all business office functions relating to accounting, record keeping, internal funds and processing of needed paperwork. All essential job functions, as described below, must be accurately completed and are considered interchangeable as determined by management.

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class I

VII. Skill Requirements:

- A. Office Staff qualifications as defined in Article 11, I, 2, a, b, d and e of the current LESP Master Agreement.
- B. High degree of accuracy and organization
- C. Excellent skills and ability to work independently
- D. Effective human relations skills, organizational skills, and job-specific skills
- E. High school diploma or equivalent (minimum)
- F. Ability to successfully perform the responsibilities of the position
- G. Capable of composing written communication with good grammar and accurate spelling

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned.
- B. Assist in processing payroll and prepare payroll and benefit related reports, as assigned.
- C. Maintain, calculate, process, and pay insurances and other employee benefits.
- D. Verify employment and related requests.
- E. Process retirement forms and related information as directed.
- F. Maintain sick, vacation and other attendance records as assigned.
- G. Input revenue information including cash receipts.
- H. Process purchase orders and other purchasing activities as requested.
- I. Post expenditures and receipts for some funds.
- J. Balance accounts, generate reports, and communicate with banks as assigned.
- K. Code bills and input data.
- L. Reconcile bank statements.
- M. Transfer funds and other cash management activities as assigned.
- N. Process activity for Co-op program including inventory, as assigned.
- O. Pay utility bills and related reports.
- P. Provide information and prepare reports for the auditors as requested.
- Q. Generate quarterly and year-end reports.
- R. Maintain petty cash.
- S. Monitor costs for federal program.
- T. Perform duties of other Business Office Clerk I and Clerk II personnel as assigned.
- U. Regular and reliable level of attendance.
- V. Maintain building/department inventory of equipment and supplies as assigned.
- W. Prepare requisitions to secure supplies and services as assigned.
- X. Maintain office/department records as assigned.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Business Office Clerk II

II. Reports to: Assistant Superintendent for Business and Operations

III. General Description of Position:

The Business Office Clerk II is responsible for reviewing, processing, paying and filing invoices; processing bids, insurance, and property tax; and performance of regular and routine office procedures related to the Business Office. All essential job functions, as described below, must be accurately completed and are considered interchangeable as determined by management.

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff qualifications as defined in Article 11, I, 2, a, b, d, and e of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned
- B. Review, process, pay, and file invoices
- C. Reconcile payroll bank statements
- D. Take receipt of U. S. Mail for Business department
- E. Maintain District inventory records
- F. File 1099 forms
- G. Calculate and code mileage forms
- H. Serve as secretary to the Assistant Superintendent for Finance and Operations as assigned
- I. Count all money coming into the Administration and Services Center from individual schools, outside groups, state, townships, etc., write receipt and mail
- J. Process tax levy checks
- K. Assist in bid preparation, mailing, and tabulation
- L. Process Workers' Compensation Claims
- M. Process SEV changes for State Aid purposes
- N. Process billings for room usage and transportation
- O. Process Student Insurance forms.
- P. Compile and type all reports from insurance-related incidents
- Q. Maintain district inventories as directed
- R. Process and/or oversee outgoing U.S. Mail and all inner school mail as assigned
- S. Code and input bills, including p-cards, utilities and all others as assigned
- T. Prepare monthly telephone billings
- U. Maintain building/department inventory of equipment and supplies as assigned
- V. Prepare requisitions to secure supplies and services as assigned
- W. Maintain office/department records as assigned
- X. Process payroll information as assigned.

- IX. Auxiliary Job Functions:**
Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Facilities and Support Services - Secretary-in-Charge

**II. Reports to: Executive Director of Operations
Facilities and Grounds Supervisor**

III. General Description of Position:

The Secretary for Facilities and Support Services is responsible for the efficient operation of the department including the following:

- Organization of clerical work for the entire department
- Monitoring of all clerical staff work in the department
- Identification of needs for substitutes and additional help in the department or providing temporary help to other departments
- Responsibility for all routines, calendars, reporting requirements and office files within the department
- Knowledge of and ability to perform (and to identify needed assistance including substitutes to perform) all clerical tasks accomplished in the department
- Accurate completion of all essential job functions as described below

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Capable of composing written communication with good grammar and accurate spelling
- D. Ability to work with speed and accuracy in demanding situations
- E. Excellent organizational skills and ability to determine work priorities and individual work task adjustments in order to accomplish the department's responsibilities with assigned staff
- F. High school diploma or equivalent (minimum)
- G. Basic bookkeeping aptitude
- H. Effective human relations skills, organizational skills, and job-specific skills
- I. Ability to exercise initiative and effectively work independently
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned.
- B. Serve as secretary to the Facilities and Grounds Supervisor
- C. Assume responsibility for files and records in the department
- D. Inform administration of incidental department problems
- E. Assist the administration, as needed, in making the necessary contacts with district suppliers and/or repair agencies
- F. If needed, take responsibility for inventories of department supplies, and prepare and submit inventories for custodial and maintenance supplies
- G. Assume responsibility for preparing necessary requisitions to secure services for the safe and efficient operation of district facilities and support services
- H. Assist in inventory control and obtaining parts information from actual job sites
- I. Obtain a working knowledge of electrical, mechanical and related work terminology as well as transportation unit terminology
- J. Assist in District program registration as assigned.
- K. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned

- L. Maintain building/department inventory of equipment and supplies as assigned
- M. Prepare requisitions to secure supplies and services as assigned
- N. Maintain office/department records as assigned
- O. Process payroll information as assigned

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Facilities and Support Services - Secretary

II. Reports to: Administrator/Management Staff (as designated)

III. General Description of Position:

The secretary is responsible for clerical functions relating to assigned position and in other areas of Facilities and Support Services as assigned. Responsible for accurately completing all essential job functions described below.

- Organization of clerical work for the program
- Monitoring of all clerical staff work in the program
- Identification of needs for substitutes and additional help in the program office or providing temporary help to other departments
- Responsible for all routines, calendars, reporting requirements and office files within the department

IV. Work Year: 230 Bus Office/Tech/Media (VIII.A)
230 Transportation (VIII.B)
230 Cafeteria Secretary (VIII.C)

V. Work Week: 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2, a, b, c, e, of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Excellent Organizational Skills
- D. Ability to work with speed and accuracy in demanding situations
- E.. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Ability to successfully perform the responsibilities of the position
- J. Capable of composing written communication with good grammar and accurate spelling

VIII. Essential Job Functions:

1. Perform all clerical functions as assigned
2. Assist in District program registration as assigned
3. Enter and access computer files as assigned
4. Maintain departmental calendars as assigned
5. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
6. Maintain building/department inventory of equipment and supplies as assigned
7. Prepare requisitions to secure supplies and services as assigned
8. Maintain office/department records as assigned
9. Process payroll information as assigned.

A. Technology/Media/Business Office

1. Serve as secretary to the District Technology/Business/Media Departments performing all clerical functions as assigned
2. Apply established circulation and storage procedures to all media materials and equipment
3. Prepare financial reports, bibliographies, lists and indexes as are necessary
4. Maintain records of media acquisitions and circulation for inventory, maintenance

- and certification purposes
5. Participate in and support training and in-service programs
 6. Maintain budget and all accounting procedures
 7. Maintain current vendor and bidding contracts for acquiring current quotes as needed for grants, bids, special projects, etc.
 8. Assist in inventory procedures including cataloging and processing materials for addition to elementary media centers and DMC
 9. Provide assistance to teachers, students, and other clients by answering basic media information questions, explaining procedures, and handling procedural concerns
 10. Maintain District Software Licensing Agreements and Service Contract Renewals regarding media and technology
 11. Maintain technology database inventory
 12. Sort and disburse mail

B. Transportation

1. Keep bus routes and map current; assist in route and bus stop assignments and changes involving drivers and students
2. Dispatch buses and assist in incidental situations involving drivers and students
3. Schedule and assign trips according to need and contract provisions
4. Account for drivers and busses at end of each school day

C. Cafeteria

1. Prepare monthly State reimbursement reports.
2. Assist in processing cafeteria invoices for payment.
3. Process free and reduced price lunch applications and yearly verification of such.
4. Order supplies as assigned.
5. Responsible for accounts receivable, billing and invoicing for the food services program.
6. Facilitate the POS (Point of Sale) system.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: General Educational Services Secretary

II. Reports to: Executive Directors of Education or designee

III. General Description of Position:

The Secretary is responsible for the efficient operation of the department including the following:

- Organization of clerical work for the entire department
- Monitoring of all clerical staff work in the department and performance of clerical functions of all positions in the department as assigned
- Identification of needs for substitutes and additional help in the department or providing temporary help to other departments
- Responsibility for all routines, calendars, reporting requirements and office files within the department
- Performance of all clerical tasks accomplished in the department
- Accurately completing all essential job functions as described below

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position
- K. High degree of accuracy and organization

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned.
- B. Perform required responsibilities, as assigned, for the Department of Instruction including the following:
 - 1. Maintain records and process needed information relating to school improvement, ESC, ESL, TAG, Professional Development and Curriculum Committees as assigned;
 - 2. Order appropriate testing and scoring services and ready for distribution as assigned;
 - 3. Coordinate scheduling for Outdoor Education, Safetyville, Family Life and other educational programs as assigned;
 - 4. Coordinate schedule of school business days and related substitute coverage as assigned.
- B. Serve as secretary to central office administrator(s)/manager(s) and/or coordinator(s) as assigned.
- C. Be knowledgeable of all central office instruction - clerical functions as necessary to perform basic responsibilities as needed.
- E. Assist with maintenance of student enrollment records.
- F. Assist in District program registration as assigned.
- G. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
- H. Maintain building/department inventory of equipment and supplies as assigned.

- I. Prepare requisitions to secure supplies and services as assigned.
- J. Maintain office/department records as assigned.
- K. Process payroll information as assigned.

IX. Auxiliary Duties:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Special Education Services Secretary

II. Reports to: Director of Special Education or designee

III. General Description of Position:

The Secretary is responsible for the efficient operation of the department including the following:

- Organization of clerical work for the entire department
- Monitoring of all clerical staff work in the department and performance of clerical functions of all positions in the department as assigned
- Identification of needs for substitutes and additional help in the department or providing temporary help to other departments
- All routines, calendars, reporting requirements and office files within the department
- Performance of all clerical tasks accomplished in the department
- Accurately completing all essential job functions as described below

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned.
- B. Maintain central records pertaining to special education students, staff, and programs.
- C. Serve as secretary to central office administrator(s) and/or manager(s) as assigned.
- D. Be knowledgeable, as necessary, of all central office instruction - clerical responsibilities.
- E. Assist in District program registration as assigned.
- F. Coordinate with ISD staff to maintain medical billing records as required.
- G. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
- H. Maintain building/department inventory of equipment and supplies as assigned.
- I. Prepare requisitions to secure supplies and services as assigned.
- J. Maintain office/department records as assigned.
- K. Process payroll information as assigned.

IX. Auxiliary Duties:

Perform other related duties as assigned.

JOB DESCRIPTION

- I. Job Title: Central Office Secretary**
- II. Reports to: Department Administrator/Coordinator (as designated)**
- III. General Description of Position:**
Responsible for central office clerical duties as assigned. Accurately complete all essential job functions as described below.
- IV. Work Year: 230 days (Enrollment/General Educational Services)
Teacher work year + days to equal 198 (Auxiliary Special Education)
230 days (Auxiliary Human Resources)
230 days (Receptionist/Telecommunications)**
- V. Work Week: 40 hours**
- VI. Salary: Class II**
- VII. Skill Requirements:**
- A. Office Staff Qualifications as defined in Article 11, I, 2, a, b, c, and e, of the current LESP Master Agreement
 - B. Excellent all-round secretarial skills
 - C. Ability to work with speed and accuracy in demanding situations
 - D. Excellent organizational skills
 - E. High school diploma or equivalent (minimum)
 - F. Basic bookkeeping aptitude
 - G. Effective human relations skills, organizational skills, and job-specific skills
 - H. Ability to exercise initiative and effectively work independently
 - I. Capable of composing written communication with good grammar and accurate spelling
 - J. Ability to successfully perform the responsibilities of the position
- VIII. Essential Job Functions:**
- A. **Enrollment/General Educational Services**
 - 1. Perform all clerical functions as assigned
 - 2. Create and maintain all student enrollment records including student management software databases.
 - 3. Maintenance of School of Choice enrollment database and documentation.
 - 4. Support summer school programs including registration and collection of monies.
 - 5. Maintain historical enrollment records.
 - 6. Serve as secretary to central office administrator(s)/manager(s) and/or coordinator(s) as assigned.
 - 7. Be knowledgeable of central office instruction - clerical functions as necessary to perform basic responsibilities as needed.
 - 8. Assist in District program registration as assigned
 - 9. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
 - 10. Maintain building/department inventory of equipment and supplies as assigned.
 - 11. Prepare requisitions to secure supplies and services as assigned.
 - 12. Maintain office/department records as assigned.
 - 13. Process payroll information as assigned.
 - B. **Auxiliary Special Education**
 - 1. Perform all clerical functions as assigned
 - 2. Maintain central records pertaining to special education students, staff, and programs.

3. Serve as secretary to central office administrator(s) and/or manager(s) as assigned.
4. Be knowledgeable, as necessary, of all central office instruction - clerical responsibilities
5. Assist in District program registration as assigned.
6. Coordinate with ISD staff to maintain medical billing records as required.
7. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
8. Maintain building/department inventory of equipment and supplies as assigned.
9. Prepare requisitions to secure supplies and services as assigned.
10. Maintain office/department records as assigned.
11. Process payroll information as assigned.

C. Auxiliary Human Resources

1. Perform all clerical functions as assigned.
2. Be knowledgeable as necessary, of central office instruction - clerical responsibilities.
3. Assist in District program registration as assigned.
4. Perform Human Resources office clerical functions as assigned.
5. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
6. Maintain building/department inventory of equipment and supplies as assigned.
7. Prepare requisitions to secure supplies and services as assigned.
8. Maintain office/department records as assigned.
9. Process payroll information as assigned.

D. Receptionist/Telecommunications

1. Perform all clerical functions as assigned.
2. Maintain phone repair services as assigned.
3. Be knowledgeable of central office instruction and personnel clerical functions as necessary to perform basic functions as needed.
4. Assist in District program registration as assigned.
5. Maintain District-wide volunteer list, including processing all new applications.
6. Facilitate District-Wide and Community publications
7. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
8. Maintain building/department inventory of equipment and supplies as assigned.
9. Prepare requisitions to secure supplies and services as assigned.
10. Maintain office/department records as assigned.
11. Process payroll information as assigned.
12. Assist with maintenance of student enrollment records

JOB DESCRIPTION

I. Job Title: Secondary Building – Secretary-in-Charge

II. Reports to: Principal

III. General Description of Position:

The Secretary-in-Charge is responsible for the efficient operation of the school offices including the following:

- Organization of clerical work for the entire office
- Monitoring of all clerical staff work in the office and performance of clerical functions of all positions in the office as assigned
- Identification of needs for substitutes and additional help in the building or providing temporary help to other buildings
- Maintenance of all routines, calendars, reporting requirements and office files within the building
- Accurate completion of all essential job functions as described below

**IV. Work Year: Teacher work year + days to equal 222 (Senior High and MS Year-Round Main Campus)
Teacher work year + days to equal 217 (Middle School)**

V. Work Week: 40 hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Typing with speed and accuracy (minimum 60 wpm)
- D. Capable of composing written communication with good grammar and accurate spelling
- E. Ability to work with speed and accuracy in demanding situations
- F. Excellent organizational skills and ability to determine work priorities and individual work task adjustments in order to accomplish the department's responsibilities with assigned staff
- G. High school diploma or equivalent (minimum)
- H. Basic Bookkeeping aptitude
- I. Effective human relations skills, organizational skills, and job-specific skills
- J. Ability to exercise initiative and effectively work independently
- K. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned.
- B. Assume responsibility for general clerical operations of school offices.
- C. Assume responsibility for files and records including monitoring and/or completion of work in relation to the following:
 - Pupil accounting - enrollment
 - Report cards/progress reports
 - CAs
 - Discipline
 - Student debt
 - Annual reports/accreditation
 - Internal Funds
 - Building Staff Absence
 - Others as needed
- D. Maintain inventory of office supplies and order supplies for the building.
- E. Maintain staff and student handbooks.

- F. Maintain calendar of events and building use schedule.
- G. Assume responsibility for distribution of mail.
- H. Prepare and distribute school newsletters and communication to staff.
- I. Assume responsibility for coordination of clerical functions pertaining to open houses, parent-teacher conferences, orientation programs, awards programs, and school ceremonies.
- J. Assume responsibility for coordination of student assistance in areas such as obtaining homework when absent and use of clinic when ill.
- K. Assist in development of master schedule and student scheduling.
- L. Assist in District program registration as assigned.
- M. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
- N. Maintain building/department inventory of equipment and supplies as assigned.
- O. Prepare requisitions to secure supplies and services as assigned.
- P. Maintain office/department records as assigned.
- Q. Process payroll information as assigned.
- R. Perform First-Aid and CPR as assigned

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: High School Building Secretary

II. Reports to: Principal or designee

III. General Description of Position:

High School Secretaries are responsible for clerical functions in assigned position and in other high school secretary office areas as assigned and are responsible for accurately completing all essential job functions as described below.

IV. Work Year: **Teacher work year + days to equal 222 (Guidance)**
 Teacher work year + days to equal 207 (Attendance)
 Teacher work year + days to equal 212 (Athletics)

V. Work Week: 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

A. Guidance

- 1. Perform all clerical functions as assigned
- 2. Maintain student records including CAs and assist with student membership counts
- 3. Process transcript requests and college applications
- 4. Prepare for Honors Convocation
- 5. Mail student progress reports
- 6. Assist in District program registration as assigned
- 7. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
- 8. Maintain building/department inventory of equipment and supplies as assigned
- 9. Prepare requisitions to secure supplies and services as assigned
- 10. Maintain office/department records as assigned
- 11. Process payroll information as assigned. Perform First-Aid and CPR as assigned

B. Attendance

- 1. Perform all clerical functions as assigned
- 2. Maintain all records relating to student attendance and coordinate procedures for teacher reporting of student attendance
- 3. Coordinate and implement building tardiness procedures
- 4. Communicate with parents/guardians by letter and telephone, as needed, regarding student attendance matters
- 5. Assist in mailing progress reports, if needed
- 6. Secure and distribute homework assignments for absent students
- 7. Assist in District program registration as assigned
- 8. Count and deposit money, reconcile and maintain records regarding internal

- 9. funds and other money as assigned
- 10. Maintain building/department inventory of equipment and supplies as assigned
- 11. Prepare requisitions to secure supplies and services as assigned
- 12. Maintain office/department records (e.g. parking permits, locker assignments, etc) as assigned
- 13. Process payroll information as assigned
- 14. Perform First-Aid and CPR as assigned

C. Athletics

- 1. Perform all clerical functions as assigned
- 2. Prepare and distribute master eligibility lists and forms
- 3. Supervise student assistants
- 4. Assist in District program registration as assigned
- 5. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
- 6. Maintain building/department inventory of equipment and supplies as assigned
- 7. Prepare requisitions to secure supplies and services as assigned
- 8. Maintain office/department records as assigned
- 9. Process payroll information as assigned
- 10. Perform First-Aid and CPR as assigned

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: CFI Building Secretary

II. Reports to: Lapeer Community High School Principal

III. General Description of Position:

The CFI Building Secretary is responsible for clerical functions relating to CFI and for providing general information and assistance to the public and staff involved in other programs or services housed or provided at the CFI site and is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year + days to equal 212

V. Work Week: 40 Hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

Center for Innovation

- 1. Perform all clerical functions as assigned.
- 2. Serve as secretary to Center for Innovation and all staff assigned to the program.
- 3. Assist with preparation of classes, schedules, and programs.
- 4. Assist with preparation of promotional material and distribution.
- 5. Prepare information for registration, classes and teachers at the beginning of each program.
- 6. Develop procedures and register students for programs.
- 7. Perform proper accounting procedures necessary for the programs.
- 8. Assist with substitutes.
- 9. Maintain student records, student schedules, and pupil accounting records.
- 10. Assist with graduation as assigned.
- 11. Order and return REMC materials.
- 12. Assist in District program registration as assigned.
- 13. Perform First-Aid and CPR as assigned.

General Building Operations

- 1. Serve as building contact person as directed by the program supervisors for each program housed at the Center for Innovation in order to provide general information and assistance to the public.
- 2. Submit weekly employee absence report for building programs.
- 3. Sort and distribute building mail.
- 4. Maintain building usage calendar.

5. Assist in District program registration as assigned.
6. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
7. Maintain building/department inventory of equipment and supplies as assigned.
8. Prepare requisitions to secure supplies and services as assigned.
9. Maintain office/department records as assigned.
10. Process payroll information as assigned.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Middle School Building Secretary/Guidance, Athletics and Attendance Secretary

II. Reports to: Middle School Principal

III. General Description of Position:

The Middle School Secretary is responsible for clerical functions relating to the middle school office including but not limited to guidance program, athletics and student attendance as well as is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year + days to equal 212

V. Work Week: Up to 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned
- B. Maintain, prepare, and process student academic reporting system as assigned
- C. Perform all clerical functions relating to student attendance as assigned
- D. Perform all clerical functions pertaining to athletic records as assigned
- E. Maintain student records
- F. Schedule parent-teacher conferences
- G. Compile homework assignments for absent students
- H. Assist in District program registration as assigned
- I. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
- J. Maintain building/department inventory of equipment and supplies as assigned
- K. Prepare requisitions to secure supplies and services as assigned
- L. Maintain office/department records as assigned
- M. Process payroll information as assigned
- N. Perform First-Aid and CPR as assigned

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Elementary Building Secretary

II. Reports to: Principal or designated person in charge

III. General Description of Position:

The Elementary School Secretary is responsible for the management and smooth operation of the elementary office, requiring a high degree of organizational skills and the ability to respond in a positive manner to the public and is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year + days to equal 203

**V. Work Week: 40 hours (Secretary)
Up to 40 hours (Part-time Secretary)**

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. A. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills

- C. Ability to work with speed and accuracy in demanding situations

- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned
- B. Maintain student records, student schedules, and pupil accounting records
- C. Perform First-Aid and CPR as assigned
- D. Schedule Parent-Teacher Conferences
- E. Process new materials and books
- F. Sort and disburse mail
- G. Prepare some bulletin Boards and showcases
- H. Type and contribute to newsletter as assigned
- I. Prepare staff/building reports and evaluations as assigned
- J. Perform functions of an office manager including maintaining building calendar
- K. Assist in District program registration as assigned
- L. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
- M. Maintain building/department inventory of equipment and supplies as assigned
- N. Prepare requisitions to secure supplies and services as assigned
- O. Maintain office/department records as assigned
- P. Process payroll information as assigned

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Lapeer Virtual Secretary

II. Reports to: Director of Lapeer Virtual & Director of Innovation

III. General Description of Position:

The Lapeer Virtual Secretary is responsible for clerical functions relating to Lapeer Virtual Partnership and in conjunction with the CFI Secretary, Lapeer Virtual. The Lapeer Virtual Secretary is also responsible for providing general information and assistance to the public and staff involved in other programs or services housed or provided at the Lapeer Virtual Partnership site and is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year + days to equal 212

V. Work Week: 40 Hours

VI. Salary: Class Ia

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

1. Perform all clerical functions as assigned.
2. Serve as secretary to Lapeer Virtual & Lapeer Virtual Partnership and all staff assigned to the program.
3. Assist with preparation of classes, schedules, and programs in the student information system and virtual vendors.
4. Assist with preparation of promotional material and distribution.
5. Prepare information for registration, classes and teachers at the beginning of each program.
6. Develop procedures and register students for programs.
7. Perform proper accounting procedures necessary for the programs.
8. Assist with mentors.
9. Maintain student records, student schedules, and pupil accounting records.
10. Assist with requests from students to change passwords for access to online vendors.
11. Order and return REMC materials.
12. Maintain communication with mentors regarding mentor logs.
13. Assist in District program registration as assigned.
14. Perform First-Aid and CPR as assigned.

General Building Operations

1. Serve as building contact person as directed by the program supervisors for each program housed at Cramton in order to provide general information and

- assistance to the public.
- 2. Submit weekly employee absence report for building programs.
- 3. Sort and distribute building mail.
- 4. Maintain building usage calendar.
- 5. Assist in District program registration as assigned.
- 6. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
- 7. Maintain building/department inventory of equipment and supplies as assigned.
- 8. Prepare requisitions to secure supplies and services as assigned.
- 9. Maintain office/department records as assigned.
- 10. Process payroll information as assigned.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Kids and Company Secretary

II. Reports to: Coordinator of Early Childhood & Childcare Programs

III. General Description of Position:

The Kids and Company Secretary is responsible for clerical functions relating to Kids and Company and for providing general information and assistance to the public and staff involved in other programs or services housed or provided at Kids and Company site(s). and for accurately completing all essential job functions as described below.

IV. Work Year: 230 days

V. Work Week: 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Ability to follow written and oral instructions
- J. Capable of composing written communication with good grammar and accurate spelling
- K. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Perform all clerical functions as assigned
- B. Serve as secretary for the Child Care Program and all staff assigned to the program.
- C. Assist with preparation of schedules and programs
- D. Assist with preparation and distribution of promotional material
- E. Prepare information for registration
- F. Develop and conduct procedures for registering students for the program
- G. Perform proper accounting procedures necessary for the program
- H. Assist with substitutes
- I. Maintain pupil enrollment and accounting records
- J. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned
- K. Maintain building/department inventory of equipment and supplies as assigned
- L. Prepare requisitions to secure supplies and services as assigned
- M. Maintain office/department records as assigned
- N. Process payroll information as assigned.
- O. Perform First-Aid and CPR as assigned

IX. Auxiliary Job Functions

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Building Auxiliary Secretary

II. Reports to: Principal or designated person in charge

III. General Description of Position:

The Auxiliary School Secretary is responsible for assisting in the management and smooth operation of the office, requiring a high degree of organizational skills and the ability to respond in a positive manner to the public and is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year + additional days as otherwise defined by Management based on need

V. Work Week: Up to 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. c. and e. of the current LESP Master Agreement
- B. Excellent all-round secretarial skills
- C. Ability to work with speed and accuracy in demanding situations
- D. Excellent organizational skills
- E. High school diploma or equivalent (minimum)
- F. Basic bookkeeping aptitude
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. Ability to exercise initiative and effectively work independently
- I. Capable of composing written communication with good grammar and accurate spelling
- J. Ability to successfully perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Assist the secretary to the building principal, substitute for said secretary, and perform clerical functions as assigned including but not limited to the following:
 - Perform all clerical functions as assigned;
 - Maintain student records, student schedules, and pupil accounting records;
 - Perform First-Aid and CPR;
 - Schedule Parent-Teacher Conferences;
 - Process new materials and books;
 - Sort and disburse mail;
 - Prepare some bulletin Boards and showcases;
 - Type and contribute to newsletter;
 - Prepare staff/building reports and evaluations.
- B. Assist in District program registration as assigned.
- C. Count and deposit money, reconcile and maintain records regarding internal funds and other money as assigned.
- D. Maintain building/department inventory of equipment and supplies as assigned.
- E. Prepare requisitions to secure supplies and services as assigned.
- F. Maintain office/department records as assigned.
- G. Process payroll information as assigned.

IX. Auxiliary Duties:

Perform other related duties as assigned.

JOB DESCRIPTION

- I. Job Title: Secondary Media Paraprofessional**
- II. Reports to: Principal or Media Specialist as designated**

III. General Description of Position:

The Media Paraprofessional is responsible for clerical and technical tasks relating to the media center, providing instruction in media center usage, and accurately completing all essential job functions as described below.

- IV. Work Year: Teacher work year**

- V. Work Week: Up to 30 hours**

- VI. Salary: Class III**

VII. Skill Requirements:

- A. Office Staff Qualifications as defined in Article 11, I, 2. a. b. and e. of the current LESP Master Agreement
- B. High school diploma or the equivalent (minimum)
- C. Training and/or experience in supervising children in structured activities
- D. Demonstrated skills for positive interpersonal relationship with students, building staff, and supervisors
- E. Ability to effectively instruct classroom groups in the presence of the teacher
- F. Ability to successfully complete initial and subsequent training sessions relating to the position
- G. Ability to work independently and creatively to implement the goals of the media program
- H. Effective human relations skills, organizational skills, and job-specific skills

VIII. Essential Job Functions:

- A. Perform routine handling of media center records and materials, including maintaining the card catalog and shelf list, performing circulation procedures, maintaining order of materials in the collection, and preparing materials for circulation.
- B. Provide assistance to students, teachers, and other clients by answering basic media information questions, explaining procedures, and handling procedural concerns.
- C. Locate materials in the media center for clients and verify information utilizing media center records.
- D. Order items from district and regional media centers, check in, notify users, and return.
- E. Send requests for materials and materials requested to other building media centers.
- F. Oversee, troubleshoot, and assist students and teachers in use of audiovisual materials and equipment including computer labs at secondary level.
- G. Assist in implementation of building level and district-wide media promotions and special school projects.
- H. Create Bulletin Boards and other media relevant displays, with the assistance of the media specialist.
- I. Repair books and other materials.
- J. Perform the yearly inventory of print and nonprint materials.
- K. Assist if needed in ordering procedure for new or replacement materials.
- L. Maintain financial records for the media center as needed and directed.
- M. Maintain general orderliness of the media center.
- N. Use computer and related technology for media center management.
- O. Support instructional technology utilization in the building.
- P. Provide technical assistance for instructional software and hardware, primarily in the media center.

Q. Install software; copy to disc; know how to print and save work; access information from the Internet.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Special Education Program Paraprofessional

II. Reports to: Principal or designee

III. General Description of Position:

Special Education Program Paraprofessionals support special education students in order to enable success in the least restrictive environment as outlined in the students' IEP. Special Education Program Paraprofessionals support:

- 1) Students assigned to self-contained special education programs, and/or
- 2) Students requiring specialized and intensive areas of support.

Special Education program paraprofessionals support with academic support, technology, communication, social-emotional interventions, personal health care and supervision to children with significant disabilities. Building principals and special education program teachers are responsible for ensuring that the essential job functions assigned to each program paraprofessional are consistent with pertinent Federal, State, and District rules and guidelines.

IV. Work Year: Student School Year + 5 days

V. Work Week: Up to 40 hours

VI. Salary: Class IIIa

VII. Skill Requirements:

- A. Proficient in (or ability to be trained) in the use of technology and compatible software utilized in the position
- B. Ability to support and aide students in a structured situation, including use of technology as directed by teacher
- C. Demonstrated skills for positive interpersonal relationships with students, building staff, parents, and supervisor
- D. Ability to work independently, with minimal supervision and frequent interruptions
- E. Ability to follow procedures accurately and completely
- F. Ability to interact with special needs students
- G. Ability to perform the responsibilities of the position
- H. Ability to work with high needs students and respond to diverse academic, communication and/or social-emotional needs of the student.
- I. Ability to successfully complete initial and subsequent training sessions relating to the position
- J. Ability to physically manage student if necessary, including bending, lifting, kneeling
- K. Trained or willing to be trained in CPI Level I and Level II
- L. High school diploma or equivalent (minimum)
- M. Competency in English usage and in math as demonstrated by meeting the requirements of the District Basic Skills test (equal to or exceeding a score of 75% correct on the math section of the test and equal to or exceeding 75% correct on the entire test); satisfactorily completing the WorkKeys Test, or at least sixty (60) semester hours at an institution of higher learning, or an associate's degree or higher

VIII. Essential Job Functions:

- A. **Special Education Program Paraprofessional – Early Childhood Special Education (ECSE); Cognitively Impaired (CI); Severely Emotionally Impaired (EI)**
 1. Provide assistance with group or individual academic instruction, communication (ie, support individualized visual communication systems and devices), and/or social emotional well-being (ie, behavior tracking, and data collection, reward systems, individually behavior and crisis plans) and supervision in the self-contained classroom and in other inclusive school settings.
 2. Provide assistance to teachers with instructional material planning.
 3. Assist in preparation and adaptation of class materials.

4. Operate office equipment.
5. Supervising and supporting students in their least restrictive environment such as non-essential classes, unstructured times, Ed-Tech and transitions.
6. Assist teachers and students in the use of technology and related software.
7. Supervise students in areas such as hallways, cafeteria, bus lines, and settings relating to before and after school activities, and otherwise assist with supervision of students.
8. Assist teacher in implementation of IEP, Behavior Plan, etc. to promote student success.
9. Perform First-Aid, CPR seclusion and restraint as needed.
9. Assist with the physical/health needs of special needs students (e.g. toileting, catheterizing, removal of braces, and maneuvering of wheelchairs) as assigned.
10. Assist teachers in maintaining accurate daily records of student academic performance, medical/healthcare needs and behavior.
11. Assist in implementation of building-level and district-wide special needs projects such as peer-to-peer (LINKS), and Special Olympics.
12. Assist in performing the yearly inventory of classroom supplies and materials.
13. Assist in ordering procedure for new or replacement materials.

B. District Special Education Assignment

1. Provide assistance to individual high-needs students not assigned to self-contained programs in the area of academic instruction, communication, and/or social emotional well-being and supervision in the classroom and other school settings.
2. Provide assistance to teachers with instructional material planning.
3. Assist in preparation and adaptation of class materials.
4. Operate office equipment.
5. Supervising and supporting student in their least restrictive environment such as non-essential classes, unstructured times, Ed-Tech and transitions.
6. Assist teachers and student in the use of technology and related software.
7. Supervise student in areas such as hallways, cafeteria, bus lines, and settings relating to before and after school activities, and otherwise assist with supervision of student.
8. Assist teachers in implementation of IEP, Behavior Plan, etc. to promote the individual student success.
9. Perform First-Aid, CPR, seclusion and restraint as needed.
9. Assist with the physical/health needs of the individual student (e.g. toileting, catheterizing, removal of braces, and maneuvering of wheelchairs) as assigned.
10. Assist teachers in maintaining accurate daily records of student academic performance, medical/healthcare needs and behavior.
11. Assist in implementation of building-level and district-wide special needs projects such as peer-to-peer (LINKS), and Special Olympics.
12. Assist in performing the yearly inventory of classroom supplies and materials.
13. Assist in ordering procedure for new or replacement materials.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Building Paraprofessional

II. Reports to: Principal or Designated Person in Charge

III. General Description of Position:

The Building Paraprofessional is responsible for instructional, technical, clerical and supervisory support to staff and students in the building and is responsible for accurately completing all essential job functions as described below.

IV. Work Year: Teacher work year

V. Work Week: Up to 40 hours

VI. Salary: Class IV

VII. Skill Requirements:

- A. Clerical skills, especially typing and ability to operate standard office equipment
- B. Proficiency in use of computer work stations and compatible software utilized in the position
- C. Ability to exercise tact and discretion in relationships with students, faculty and parents
- D. Ability to instruct and aide students in a structured situation, including use of computers
- E. Ability to work independently or with minimal supervision
- F. High school diploma or equivalent (minimum)
- G. Competency in English usage and in math as demonstrated by meeting the requirements of the District Basic Skills test (equal to or exceeding a score of 75% correct on the math section of the test and equal to or exceeding 75% correct on the entire test), or satisfactorily completing the WorkKeys Test, or an associate's degree or higher

VIII. Essential Job Functions:

- A. Supervise students in areas such as hallways, cafeteria, bus lines, playground, and locker rooms as well as settings relating to before and after school activities as directed by the building administration.
- B. Provide assistance with group or individual academic instruction in the classroom.
- C. Assist teachers with media use and instructional material planning for the classroom.
- D. Assist teachers and students in the use of media equipment, including computers in their classroom.
- E. Assist clerical staff as assigned.
- F. Identify, sort and make minor repairs on materials not housed in the media center.
- G. Assist in District program registration as assigned.
- H. Perform First-Aid and CPR as assigned.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

I. Job Title: Instructional Paraprofessional

II. Reports to: Principal or designee

III. General Description of Position:

The Instructional Paraprofessional provides instructional, technical, clerical and supervisory support to staff and students and is responsible for accurately completing all assigned essential job functions as described below. Each building principal is responsible for ensuring that the essential job functions assigned to each instructional paraprofessional are consistent with pertinent Federal, State, and District rules and guidelines.

IV. Work Year: Student School Year + 3 days

V. Work Week: Up to 40 hours

VI. Salary: Class IV

VII. Skill Requirements:

- A. Proficiency in use of computer work stations and compatible software utilized in the position
- B. Demonstrated skills for positive interpersonal relationships with students, building staff, parents, and supervisor
- C. Ability to instruct and aide students in a structured situation, including use of computers as directed by teacher
- D. Ability to work independently, with minimal supervision and frequent interruptions
- E. Ability to follow procedures accurately and completely
- F. Ability to interact with special needs students
- G. High school diploma or equivalent (minimum)
- H. Ability to perform the responsibilities of the position
- I. Ability to successfully complete initial and subsequent training sessions relating to the position
- J. Competency in English usage and in math as demonstrated by meeting the requirements of the District Basic Skills test (equal to or exceeding a score of 75% correct on the math section of the test and equal to or exceeding 75% correct on the entire test): satisfactorily completing the WorkKeys Test, or at least sixty (60) semester hours at an institution of higher learning, or an associate's degree or higher

VIII. Essential Job Functions:

A. Instructional Paraprofessional – General (G), Media Center (MC), Section 504 (504), Special Education (S)

- 1. Provide assistance with group or individual academic instruction and supervision in the classroom and other school settings.
- 2. Provide assistance to teachers with instructional material planning.
- 3. Assist in preparation and adaptation of class materials.
- 4. Operate office equipment.
- 5. Assist teachers and students in the use of media equipment, computers, and related software.
- 6. Supervise students in areas such as hallways, cafeteria, bus lines, and settings relating to before and after school activities, and otherwise assist with supervision of students.
- 7. Assist teacher in implementation of IEP, Behavior Plan, etc. for student achievement.
- 8. Assist in District program registration.
- 9. Perform First-Aid and CPR.
- 10. Assist with the physical/health needs of special needs students (e.g. personal hygiene, removal of braces, and maneuvering of wheelchairs) as assigned.
- 11. Assist teacher in maintaining accurate daily records of student medical/healthcare and behavior.
- 12. Perform routine handling of media center records and materials through the primary functions of performing circulation procedures, maintaining order of material in the collection, and preparing materials for circulation.

13. Maintain general orderliness of the media center.
14. Provide assistance to students, teachers, and other patrons by answering basic media information questions, explaining procedures, and handling procedural concerns (e.g., following up regarding overdue or lost items).
15. Promote the district literacy program by familiarizing individual students and small groups of students to the library media center and by sharing library materials.
16. Locate materials in the media center for patrons and verify information utilizing media center records.
17. Order items from district and regional media centers, check in, notify users, and return.
18. Assist in implementation of building-level and district-wide media promotions and special school projects.
19. Assist in maintaining financial records for media center as directed.
20. Assist in performing the yearly inventory of print and nonprint materials.
21. Assist in ordering procedure for new or replacement materials.
22. Assist in using computer and related technology for media center management including inventory of materials.

B. Grant Funded Paraprofessional

1. Provide small group or individual core instructional support within the regular classroom or in other building settings for grant funded eligible students.
2. Assist in the evaluation and monitoring of literacy progress for grant funded eligible students.
3. Participate in the implementation of the grant funded program communication procedures with teachers and parents of grant funded students.
4. Have a general knowledge of operational guidelines and service delivery models allowable under the grant.
5. Assist in the preparation and adaptation of materials to be used in providing instructional support to eligible students.
6. Assist grant funded students in the use of media equipment, computers and related software packages.
7. Complete a yearly inventory of materials/equipment purchased through grant funds.
8. Assist the grant funded staff in record keeping and other necessary management activities required by the grant.
9. Perform First-Aid and CPR.

IX. Auxiliary Job Functions:

Perform other related duties as assigned.

JOB DESCRIPTION

- I. Job Title: Building Mentor Paraprofessional**
- II. Reports to: Principal or designee in conjunction with the administrator identified for district responsibilities of oversight of paraprofessional program**
- III. General Description of Position:**
For buildings housing at least 300 students, the building mentor paraprofessional will provide staff members new to the building with orientation information. The building mentor paraprofessional will work in conjunction with the district staff to train new staff members on the basic job responsibilities of a paraprofessional. The building mentor will be an ongoing point of reference for paraprofessionals in the building for building and/or position questions.
- IV. Work Year: As needed during the regularly scheduled work year associated with the building assigned.**
- V. Work Week: Up to 10 hours per week based on need as determined by building administrator.**
- VI. Salary: Rate of current paraprofessional assignment**
- VII. Requirements:**
- A. Individual must be assigned and working as a paraprofessional in the building.
 - B. Previously demonstrated successful performance as a paraprofessional.
 - C. Demonstrated skills for positive interpersonal relationships with students, building staff, parents, and supervisor.
 - D. Demonstrated leadership and facilitation ability.
 - E. Effective communicator and ability to instruct others.
 - F. Ability to problem-solve
 - G. Ability to work independently, with minimal supervision
 - H. Ability to follow procedures accurately and completely
- VIII. Essential Job Functions:**
- 1. Welcome and orientate new staff to the building.
 - 2. Point of reference for questions regarding the position and/or building
 - 3. Provide introduction of attendance, absence, time clock reporting
 - 4. Provide an introduction to internal paperwork, such as mileage for those para's that travel with students
 - 5. Provide an introduction to Medicaid training and support of monthly logs
 - 6. Facilitate Training/Job Shadowing for personal care, non-verbal communication systems, academic support, and behavior intervention (may include additional staff training)
- IX. Auxiliary Job Functions:**
Perform other related duties as assigned.

APPENDIX C

Official Grievance Number _____

Name _____ Date filed _____

School _____ Date Grievance Occurred _____

Level Submitted _____ Individual Grievance _____

Association Grievance _____

Contract Citations:

Statement of Grievance:

Relief Sought (attach additional sheets where necessary):

Signature of Grievant

Signature indicating receipt of form

Date

Submit all copies to principal or secretary. The principal or secretary will sign and date receipt.

Distribution:

- Association Office
- Principal
- Human Resources Office
- Grievant

APPENDIX C

OFFICIAL LAPEER SCHOOL DISTRICT GRIEVANCE DISPOSITION FORM

TO: _____

Your grievance filed _____ and assigned number _____
has been reviewed at Level _____ and a determination has been made as follows:

Date: _____ Signature: _____

Signature-Indicating Receipt by Grievant _____ Date: _____

Distribution:

- Association Office
- Principal
- Human Resources Office
- Grievant

Appendix D
LAPEER COMMUNITY SCHOOLS
REQUEST FOR PERSONAL BUSINESS LEAVE

Employee's Name	Date of Request
Building Assignment(s)/Position	Date(s) of Absence-Indicate times if less than a full day

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day.

1. A request for personal business leave must be forwarded to the Human Resources Office for processing three (3) days in advance prior to the leave day(s) whenever possible. When leave is requested with less than three (3) days notice, an explanation must be provided below.
2. IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.
3. All personal business leave requests should be on this form and reported in AESOP.
4. All requests must be processed through the building principal or supervisor.
5. Processing of the personal business leave request does **NOT** indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of personal business leave arrangements will be sent to the employee via school mail.
7. Personal business days requested the day before or the day after school holidays or vacation periods and personal business days requested for use on in-service days require explanation below and may require verification.
8. Personal business leave is not to be used for hunting or vacation.

Explanation if three-day advance notice is not provided pursuant to #1 or if #7 applies:

EMPLOYEE SIGNATURE

PRINCIPALS/SUPERVISORS - Sign and indicate any staffing concerns prior to sending to the Human Resources Office. Return to the employee if #1 or #7 applies but a written explanation is not provided above.

Principal's /Supervisor's Signature	Date
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Human Resources Office Action:	_____ APPROVED	_____ NOT APPROVED
Signature		Date

APPENDIX E
Secretary and Paraprofessional Appraisal Guidelines

- A. The parties agree that the timely and objective evaluation of the work performance of Bargaining Unit Members is a valuable and necessary activity for both the Employer and Bargaining Unit Member. Its purpose is to aid the Bargaining Unit Member in maintaining and improving job performance and provides a performance history in the official records. The performance of each Bargaining Unit Member shall be evaluated, in writing, using the Secretary and Paraprofessional Performance Appraisal (SPPA) form.
- B. Probationary Bargaining Unit Members shall be evaluated on or before the expiration of their probationary period. Probationary Bargaining Unit Members shall be provided with a Formative Assessment as found in SPAA (pages 1 – 5) within the first 30 to 45 workdays of the probationary period.
- C. The annual evaluation will be conducted in accordance with Article 19 and this appendix. The Secretary and Paraprofessional Performance Appraisal will be used for the annual evaluation and will be placed in the Bargaining Unit Member's personnel file. If utilized as referenced below, the "Employee Discussion Worksheet" shall be included in the Bargaining Unit Member's personnel file unless the Bargaining Unit Member requests in writing that it not be included.
- D. The performance appraisal must be discussed thoroughly with each Bargaining Unit Member before it is included in the Bargaining Unit Member's personnel file, and it shall bear both the signature of the immediate supervisor and the Bargaining Unit Member. A sincere, constructive discussion between the employee and the evaluator should be of value to everyone. Consideration should be given to provide privacy and to ensure adequate, uninterrupted time to conduct an effective performance appraisal.
- E. Forms for Evaluation – Each employee shall receive appropriate forms through the evaluator:
 - 1. Employee Discussion Worksheet
 - a.) The "Employee Discussion Worksheet" shall be used by each probationary employee and each non-probationary employee being evaluated for the first time in a new position (even if said non-probationary employee was evaluated as a probationary employee in the same position). Worksheet questions are intended to help the employee think objectively about the job. The discussion should not be limited to the questions listed. It is not necessary to cover an item if it seems inappropriate. The completed worksheet shall be returned to the evaluator at least two (2) days prior to the evaluation conference in which the Formative Assessment will be reviewed.
 - b.) The "Employee Discussion Worksheet" also will be used if requested either by the employee to be evaluated or her/his supervisor. Such request and use may occur any time prior to review of the Summative Assessment.

2. Formative and Summative Assessments

a.) Formative Assessment

The Formative Assessment is designed to assess the performance of each unit employee for the purpose of facilitating her/his development. It is a developmental process premised on each employee wanting to and being able to grow. Recognizing that not all employees are at the same stage of development in each performance area component, the goal of the formative assessment process is to facilitate individual growth thus resulting in "Proficient" and "Distinguished" levels of performance.

In the "Comments and/or examples" section, the evaluator may want to point out, special qualities, attributes, or significant instances in which the employee has demonstrated special skills. In this section, comments and/or examples must be provided regarding any component rated "Poor" or "Basic."

b.) Summative Assessment

The Summative Assessment is the end judgment of the evaluator about the overall performance level of the employee, either satisfactory or unsatisfactory.

The evaluator must call attention to area(s) in which an employee may require improved job performance, if any. If performance is satisfactory but the evaluator has suggestions for making it better, s/he comments in Section B. If performance is unsatisfactory in an area, the evaluator notes the concern in Section C. and provides a specific Plan of Improvement. The plan should be specific as to the needed areas of improvement, the goals and objectives desired, and the particular course of action to be followed, including the timeline for accomplishment.

- F. The work performance of an employee shall be evaluated at least biennially, using the Secretary and Paraprofessional Performance Appraisal (Appendix E). It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the supervisor, consistent with other contract provisions as applicable.

Before an employee's job performance is rated Unsatisfactory on a Summative Assessment, the supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that the employee's job performance is not satisfactory and to discuss means of improvement. A completed Formative Assessment will be used to put the employee on such notice.

B. Performance Area: Professional Responsibilities

Component	Poor	Basic (Needs to Improve)	Proficient	Distinguished
Working as an Effective Member of a Team	Relationships with co-workers are negative and s/he avoids being involved in team projects/activities. Υ	Relationships with co-workers are cordial and s/he participates in team projects/activities when specifically requested. Υ	Maintains positive relationships with co-workers and actively participates in team projects/activities Υ	Assumes an effective leadership role in team projects/activities while maintaining positive relations with co-workers. Υ
Maintaining Confidentiality	Shares information that should be confidential per Board policy, law, and/or good judgment. Υ	N/A Υ	Maintains confidentiality by exercising good judgment in deciding what and when information is shared and to whom it is shared Υ	Maintains confidentiality by demonstrating good judgment and promotes confidentiality Υ
Exercising Discretion	Exhibits behavior that is offensive and/or inappropriate Υ	Exhibits behavior that demonstrates a lack of sensitivity to others Υ	Exercises good judgment to ensure behavior is appropriate and is sensitive to the response of others Υ	Demonstrates outstanding judgment to ensure behavior is appropriate and sensitive to the response of others and promotes discretion Υ
Punctuality and Attendance (Absences covered by FMLA or approved long-term leave shall not be considered)	Frequently tardy and/or absent and/or frequently fails to follow attendance procedures Υ	Occasionally tardy and/or absent and/or occasionally does not follow attendance procedures Υ	Punctual on a consistent basis; and consistently follows attendance procedures Υ	Always punctual; misses very few days and consistently follows attendance procedures Υ

Comments and/or examples (must be provided regarding any component rated Poor or Basic):

C. Performance Area: Quality of Work

Component	Poor	Basic (Needs to Improve)	Proficient	Distinguished
Job Knowledge/skills	Limited knowledge, skills and/or misconceptions frequently result(s) in poor job performance. Υ	Limited knowledge, skill and/or misconceptions frequently hinder job performance. Υ	Seeks and acquires knowledge and/or skill which is demonstrated through job performance. Υ	Demonstrates extensive knowledge and/or skill through excellent job performance. Υ
Initiative	Does not monitor the quality of his/her work and/or does not make adjustments if work is of poor quality Υ	Monitors the quality of his/her work and makes minimal adjustments to improve quality. Υ	Self-reflects and monitors the quality of work and makes appropriate adjustments for improvement. Υ	Self-reflects and monitors quality of work, makes adjustments for improvement and offers suggestions for improvements Υ
Maintains Safety	Demonstrates habits that are unsafe, putting him/herself and others at risk Υ	N/A Υ	Emphasizes and demonstrates safe work habits. Υ	N/A Υ

Comments and/or examples (must be provided regarding any component rated Poor or Basic):

II. Summative Assessment

A. OVERALL EVALUATION

_____ Satisfactory

_____ Unsatisfactory

B. SATISFACTORY OVERALL EVALUATION

Comments (evaluator perceptions of performance and/or strengths):

Suggestions for making satisfactory performance better:

C. UNSATISFACTORY OVERALL EVALUATION

Comments (evaluator perceptions of performance and/or strengths):

Plan of Improvement (attached)

* **Employee Signature**

Date

Evaluator Signature

Date

* Signature signifies receipt of the evaluation not necessarily agreement with its contents.

Name _____

Position/Building _____

Date Submitted _____

Employee Discussion Worksheet

This worksheet is designed to help you prepare for a performance discussion with your evaluator. It must be used by each probationary employee and each non-probationary employee being evaluated for the first time in a new position (even if the non-probationary employee was evaluated as a probationary employee in the same position). When used by probationary employees and employees being evaluated for the first time in a new position, the completed worksheet shall be returned to the evaluator at least two (2) days prior to the evaluation conference in which the Formative Assessment will be reviewed.

In addition to what is referenced above, this worksheet also will be used by other employees if requested either by the employee to be evaluated or her/his supervisor. Such request and use may occur any time prior to completion of the Summative Assessment.

These questions are intended to help you think objectively about your job.

1. Does your work assignment generally make good use of your knowledge and experience? _____
If not, what changes or additional training do you suggest?

2. Is your workload satisfactory? _____ Do you recommend changes? _____
Explain: _____

3. Are there changes you would like to see made in your job content, the organization of your work group, or administrative procedures which would help you improve your performance and/or work environment?

4. What steps or Professional Development have you taken recently to improve your performance and/or prepare yourself for future job opportunities?

5. What additional items would you like to discuss?

Appendix F
LESP TRANSFER
INTERVIEW RATING FORM

Applicant

Position Sought

**Based on the interview, rate your assessment of the applicant using the following scale:
3 = Excellent; 2 = Satisfactory; 1 = Lacking**

Previous training and knowledge level preparing the candidate for this position	3	2	1
Verbal communication	3	2	1
Enthusiasm and probable commitment	3	2	1
Poise and self-confidence	3	2	1

Total Rating Points: _____ (4 to 12)

Comments:

Interviewed by: _____

Date: _____

Appendix F

LESP TRANSFER

COMPOSITE INTERVIEW RATING FORM

Applicant

Position Sought

Based on the interview, each applicant is assessed as excellent (3), satisfactory (2) or lacking (1) in the following four areas in Section I. Section I scores represent the average of the ratings by each interview committee member rounded to 2 decimal points. Section II is completed by the position supervisor.

Section I

Previous training and knowledge level preparing the candidate for this position

_____ Average

Verbal communication

_____ Average

Enthusiasm and probable commitment

_____ Average

Poise and self-confidence

_____ Average

Section II

Past work experience preparing the candidate for this position

- | | | | | |
|--|---|---|---|---|
| 1. Work in any LESP position | 4 | 3 | 2 | 0 |
| 4 = 5 years or more | | | | |
| 3 = More than 1 year but less than 5 years | | | | |
| 2 = 1 year or less | | | | |
| 2. Related work outside of LCS | 3 | 2 | 1 | 0 |
| 3 = 5 years or more | | | | |
| 2 = More than 1 year but less than 5 years | | | | |
| 1 = 1 year or less | | | | |
| 0 = None | | | | |

Total Rating Points: _____ (4.00 to 19.00)

Interview Committee Members:

_____	_____	_____	_____
Name	Position	Name	Position
_____	_____	_____	_____
Name	Position	Name	Position

Submitted to the Human Resources Office by: _____
Supervisor Date

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**Appendix F
LESP Employee Internal
Reference Check**

Supervisor's Name: _____

Applicant's Name: _____

Position applied for: _____

Applicant's job title: _____

Dates worked for this supervisor: From: _____ To: _____

Strengths: _____

Weaknesses: _____

Attendance, Punctuality: _____

Overall Assessment of Performance: _____ Above Average _____ Average _____ Subpar

Would supervisor recommend candidate for this position? Yes No

If not, why? _____

Would supervisor want to supervise candidate? Yes No

If not, why? _____

Reference check completed by: _____ Date: _____

Submitted to the Human Resources Office on _____
Date

**LETTER OF AGREEMENT
RE: LTD MEDICAL COVERAGE**

WHEREAS, the 1998-2002 LESP *Master Agreement* addressed Board-paid medical care premium provisions during Long Term Disability in Article 17., Section C., and

WHEREAS, the parties wish to remove the existing language and to rewrite the language to reflect the intent of the parties as a separate Letter of Agreement.

THEREFORE, if the Board does not provide the MESSA PAK, the Board shall pay the single person medical care premium amount the employee is eligible for pursuant to Article 17., B., 5., for an employee for a maximum of twenty-four (24) months following the 90-day qualifying period for LTD.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: PROGRAM SUPPORT EMPLOYEES**

WHEREAS, a March 19, 1998 Letter of Agreement reclassified Program Support Employees (PSEs) – Safety Net positions as Instructional Paraprofessionals, and further agreed that the four (4) high school PSE positions then and currently in existence would remain non-bargaining unit positions, and

WHEREAS, the intent of the March 19, 1998 Letter of Agreement should be more clearly reflected.

THEREFORE, it is hereby agreed that:

1. The four (4) high school PSE positions that exist, East High School – Building Management/Detention and Building Management/In-School Suspension, as well as West High School – Building Management/Detention and Building Management/In-School Suspension, shall remain non-bargaining unit positions;
2. The District will not expand PSE positions beyond these four (4) positions;
3. The reference(s) to PSEs in the *Master Agreement* shall be deleted.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: SICK LEAVE TRANSFER**

WHEREAS, occasionally an employee may experience a personal emergency medical situation that results in the need for a long-term absence from work, and

WHEREAS, such an absence can result in loss of pay if paid leave has been exhausted by the employee, and

WHEREAS, for humanitarian reasons, an employee may wish to transfer a paid sick leave day(s) to another employee who has exhausted all paid leave due to an emergency situation.

THEREFORE, it is agreed that on an occasional basis, in order to assist a co-worker in the LESP unit with an emergency situation, a LESP member may volunteer to donate to any other member who has exhausted all paid leave, including vacation leave, up to five (5) of the co-worker's days each fiscal year. Such donation shall be governed by the following:

1. The donor voluntarily must request that the Administration transfer sick leave to another employee; such request may not be solicited by the recipient.
2. The recipient must provide written doctor's verification of said medical situation and accept the donated day(s). The intent of the agreement is to cover situations requiring hospitalization or absences of at least fifteen (15) consecutive workdays due to serious medical condition.

IT IS AGREED AND UNDERSTOOD that such transfer of days shall be for acute and immediate need pertaining to an emergency medical situation directly affecting the employee (i.e., not for an employee to care for a spouse or any other person) and shall not be authorized for follow-up matters pertaining to the emergency or for long-term consequences of the emergency situation. Days that are transferred shall be used immediately following the last accrued paid sick leave day the employee otherwise would have (i.e. there may be no unpaid leave between the employee's last paid sick leave and utilization of the transferred days).

FINALLY, if anything pertaining to this Letter of Agreement is determined to be inappropriate in relation to standards determined by auditors, the IRS, legislation, the District, or a court of law or if either the Board or Association determine to terminate this agreement, termination shall occur immediately. If termination were to occur, nothing pertaining to this Letter of Agreement shall be considered precedent setting in any way whatsoever.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
RE: WORKERS COMPENSATION BENEFITS

The parties indicated below hereby agree that any employee who leaves the property of Lapeer Community School District during any paid rest period is not in the course of her/his employment and, therefore, is not entitled to Worker's Compensation benefits for any injury sustained while off School District property during such rest periods.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT ATTENDANCE IMPROVEMENT PROGRAM

The following Attendance Improvement Program is provided to prevent excessive and chronic absenteeism of employees and, when necessary, to address such absenteeism. The program may be modified by mutual agreement of Lapeer Community Schools Administration (Administration) and the L.E.S.P.

Background: It is recognized that occasionally employees have long-term personal or family health and welfare issues that require them to be away from work for extended periods. Employees in this type of situation may qualify for leave under the Family Medical Leave Act (FMLA) for up to twelve weeks to address their needs. The District, in its *Master Agreement* with L.E.S.P., also provides for liberal paid and unpaid leave for personal illness and several other causes as listed in the Agreement.

Notification of excessive absence: Employees not covered by FMLA, not on approved long-term unpaid leave, or not on approved short-term personal leave as referenced in Article 18, K will receive written warning that their absence from work is excessive if any workday of an employee is nonpaid during any two-week pay period or if a pattern develops regarding a specific aspect of his/her assignment (such as Friday absences). A nonpaid day is a day not covered by FMLA, approved long-term unpaid leave, or approved short-term Personal Leave (Article 18, K) that the employee was scheduled to work, was absent, and did not have accrued sick leave or personal business leave to cover the absence at the time the nonpaid day occurred. Therefore, a nonpaid day is not the same as unpaid non-workdays or unpaid leave as referenced in Article 16. The written warning may be appealed to the Superintendent through the grievance process.

Chronic excessive absence: Employees who again are determined to be excessively absent another time within a school year following the written warning referenced above will be considered chronic. Those employees will be placed on an Attendance Improvement Plan.

Attendance Improvement Plan: The Attendance Improvement Plan will be established to regularly review the employee's attendance. The employee will meet with her/his immediate supervisor after every quarter (45 workdays) in order to review the employee's attendance. As the first step of this attendance improvement plan, if the employee has used any non-paid day(s) beyond the first pay period referenced above which are not covered by FMLA leave or approved long-term unpaid leave in a pay period during the school year the employee will be subject to progressive disciplinary action starting with written reprimand. The second step will be imposed when the employee uses any non-paid days(s) in a subsequent two-week pay period which are not covered by FMLA leave or approved long-term unpaid leave during the same school year. The second step will be a three-day suspension without pay. The third step will be imposed when the employee uses any non-paid days(s) in a subsequent two-week pay period which are not covered by FMLA leave or approved long-term unpaid leave during the same school year. The third step will be a five-day suspension without pay. The fourth step will be imposed if the employee uses any non-paid days(s) in a subsequent two-week pay period which are not covered by FMLA leave or approved long-term unpaid leave during the same school year. The fourth step will be a ten-day suspension without pay. The fifth step will be imposed if the employee uses any non-paid days(s) in a subsequent two-week pay period which are not covered by FMLA leave or approved long-term unpaid leave during the same school year. The fifth step will be Superintendent review of a recommendation for discharge. An employee on an Attendance Improvement Plan will not be granted any extended unpaid leave except those that are required to be granted either by law or the *Master Agreement*.

The employee's attendance will be reviewed at the end of the year. If the employee goes on an approved extended leave (in excess of five days) as required by law or the *Master Agreement*, the plan will be extended for a duration equal to said extended leave.

Once an employee has completed an attendance improvement plan the employee will be expected to maintain good attendance. Should an employee not covered by FMLA who is not on approved long-term unpaid leave or on approved short-term personal leave as referenced in Article 18., K experience a non-paid day as defined above in a second consecutive school year, the plan will begin with the second step (three-day suspension without pay) and progress from there. Should an employee not covered by FMLA who is not on approved long-term unpaid leave or on approved short-term personal leave as referenced in Article 18., K experience a non-paid day as defined above in a third consecutive school year, the plan will begin with the fourth step (ten-day suspension without pay).

