



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
December 13, 2021 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

- A. *Call to Order*

B. *Roll Call*

C. *Mission: Nurturing Each Child, Educating All Students, Building World Citizens*

D. *Approval of Agenda*

*Motion: The Board of Education approve the agenda of the **December 13, 2021** regular meeting, as presented.*

E. *Approval of Minutes*

*Motion: The Board of Education approve the **November 22, 2021** regular meeting minutes, as presented.*

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II. Recognition

III. Student Representative Report

IV. Superintendent's Report

V. Consent Agenda

Motion: The Board of Education approve the consent agenda to include the following item:

A. Hiring of **Kelsey Biddle**, 1.0 FTE Marble Elementary Teacher at BA Step 3.5 level effective December 14, 2021.

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VI. Presentations

A. **Teacher Grant Awards** - East Lansing Educational Foundation

B. **Curriculum Update**, Glenn Mitcham, Assistant Superintendent

VII. **Public Comment:** This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

VIII. **Board Discussion**

IX. **Closed Session**

Motion: The Board of Education meet in closed session pursuant to Section 8(c) of the Open Meetings Act related to collective bargaining agreement.

Roll Call Vote

X. **Action Items**

A. Takeover Agreement related to termination of contract with Midwest Wall Company, LLC for RLG and Whitehills building projects. 10

Motion: The Board of Education authorize the Superintendent, or designee, to sign the attached Takeover Agreement as presented.

B. ELESPE (Paraprofessionals) TA 1-1-22 to 6-30-24 21

Motion: The Board of Education approve the changes to the agreement between the East Lansing Board of Education and the East Lansing Educational Support Association (ELESPE) covering the period of January 1, 2022 through June 30, 2024 as presented.

C. Adoption of New Policy Manual 66

Motion: The Board of Education adopt the Policy Manual with the exception of Policy 5207 Anti-Bullying, as presented.

XI. **Committee Reports**

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

XII. **Announcements**

XIII. **Adjournment**

Respectfully Submitted,

***Dori Leyko
Superintendent***

I. Opening of Meeting

I.A. Call to Order

Board President Terah Chambers called the meeting to order at 7:00 pm.

I.B. Roll Call

Dr. Terah Chambers: Present
Dr. Kath Edsall: Present
Ms. Monica Fink: Present
Dr. Elizabeth Lyons: Present
Mr. Chris Martin: Present
Ms. Kate Powers: Present
Ms. Debbie Walton: Present
Student Representatives:
 Elisabeth Beer Absent
 Anne McIlhagga Absent
Ms. Dori Leyko: Present
Present: 8. Absent: 2

I.C. Mission Statement: *Nurturing Each Child, Educating All Students, Building World Citizens*

I.D. Approval of Agenda

Motion: 21-22/048: *The Board of Education approve the November 22, 2021 regular meeting agenda, as presented.*

This motion, made by Ms. Monica Fink and seconded by Ms. Debbie Walton, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

I.E. Approval of Minutes

Motion: 21-22/049: *The Board of Education approve the November 8, 2021 regular meeting minutes and the November 12, 2021 special meeting minutes, as presented.*

This motion, made by Ms. Debbie Walton and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

II. Recognition

- Congratulations to the East Lansing Science Olympiad Club! The ELHS white (varsity) team won 2nd place overall at the Saline-Troy Athens Invitational tournament this past Saturday, beating 23 other top-ranked teams from 11 high schools from around Michigan and Ohio. Shout out to the following 1st place medalist: John Ahlin, Johnny Bonnell and Skylar Hamlin in Code Busters, Jinyoung Jeong and Graham Flynn in Disease Detectives, Molly Ford and Meera Schenker in Rocks and Minerals, Guhyun Jeong and Skyler Hamlin in Wi-Fi Lab and Michael Barger and Guhyun Jeong in Wright Stuff. Great Job teams and let's keep up the excellent work.
- Last week the ELHS theater production held a four-night run of "*She Kills Monsters*". Congratulations to all of the students on their hard-work and dedication and a special thank you to Alex Smith and Kathy Kowalski on the successful production.

III. Student Representative Report

None

IV. Superintendent's Report

No School this Wednesday, November 24 – Friday, November 26

Just a reminder that we have no school this Wednesday – Friday for Thanksgiving Break.

COVID Reporting Updates

As of this afternoon (11/22/21), ELPS is reporting the following COVID data for school-related cases:

School	Active cases (students and/or staff)	Number of individuals currently in quarantine as a result of school-related cases*	Cumulative cases for 2021-22
Donley Elementary	2	3	8
Glencairn Elementary	2	2	30
Marble Elementary	2	1	6
Red Cedar Elementary	1	1	8
Robert L. Green Elementary	0	0	8
Whitehills Elementary	0	0	6
MacDonald MS	3	0	13
East Lansing HS	1	0	29

Second ELPS COVID-19 Vaccination Clinic Held for Children Ages 5 - 11

This past Saturday, ELPS and the Ingham County Health Department held its second onsite vaccination clinic for students age 5 – 11. Booster shots for eligible individuals were given as well. Over 200 students were vaccinated Saturday!

The clinic for the second dose will be held next Tuesday, November 30 for individuals who received their first shots on November 9. Appointment times are the same as children were assigned for the first appointments.

For those who just received their first doses this past Saturday, second doses will be offered here at ELHS on Saturday, December 11. Appointment times are the same as children were assigned for the first appointments.

Elementary Construction Updates

At our elementary buildings serviced by The Board of Water and Light (Glencairn, Marble and Robert L. Green), the solar inspection is scheduled for this week.

At Robert L. Green Elementary, the brick on the front of the building is being replaced where the letters needed to be changed. New letters on the outside of the building and in the main office and media center are scheduled to be installed this Friday.

Discussion followed.

V. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

None

VI. Board Discussion

Dr. Edsall – Spoke on the history of the mission statement. The mission statement was created at a Strategic Planning meeting about 20 years ago. A second Strategic Planning meeting in 2014 reaffirmed the mission statement. Both of these meetings were attended by a fairly large number of community members. There were questions brought up about the mission statement at a recent board meeting. The mission statement has held tight for over 20 years.

Mr. Martin – Thanked our high school government courses for including students in government in action. What a great assignment for these students. A high school student reached out to him to attend court. He was happy to accommodate the student and was amazed at the level of her questions. He applauds the district for this assignment.

VII. Action Items

A. Purchase of ELHS Classroom AV

Motion 21-22/050: The Board of Education move to purchase classroom AV hardware and installation from Moss in the amount of \$277,018.21.

This motion, made by Ms. Kate Powers and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

Discussion followed.

VIII. Committee Reports

A. Academic and Technology Committee

- Met last week and discussed:
 - Technology upgrades;
 - What is happening to computers and I pads;
 - Curriculum reviews;
 - Preparing to add committee representatives (students).

Dr. Edsall asked if the board could get an update on the implementation plan for curriculum.

Ms. Powers asked if we are continuing with the one-on-one technology.

- Current intention to remain where we are. We are replacing some with I pads/Computers with Chromebooks.

Ms. Leyko reminded the board that one-on-one computers are for grades 6-12 only.

VIII.B. Facilities Committee

- Met last week and discussed:
 - Upgrades to football field and tennis courts;
 - Committee meets again at the beginning of the year.

Dr. Edsall asked if athletic improvements will be ready for the fall.

Mr. Martin responded that the tennis courts possibly will not be useable this spring in order to be ready for fall. Ms. Norris is speaking to other districts regarding spring tennis.

VIII.C. Finance Committee

- No report

VIII.D. Intergovernmental Relations

- No report

VIII.E. Personnel Committee

- No report

VIII.F. Policy Committee

- The draft policy manual is in Items of Information and includes the most recent updates;
 - The board can vote as early as December 13 or it can move to the January vote to give board members more time to review;
 - There are some revisions still needed. Policy Committee needs to know if there are issues you see that will make it so you would not vote on the adoption of the manual;
- The next Policy Committee meeting is December 8 and the focus will be to address questions regarding policy manual.
- There may be a new policy committee starting in January. A is a meeting scheduled but it may change depending on the new committee.

IX. Announcements

- Students, staff, families, and community members take some well-earned break time over the holidays.

X. Adjournment

The meeting adjourned at 7:35 pm.

President

Secretary



MEMORANDUM

TO: Board of Education

FROM: Dori Leyko
Superintendent of Schools

SUBJECT: Human Resources Action Item

DATE: December 8, 2021

Hire

It is recommended that the Board approve the hiring of **Kelsey Biddle**, 1.0 FTE Marble Elementary Teacher at BA Step 3.5 level effective December 14, 2021.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Takeover Agreement related to the termination of contract with Midwest Wall Company, LCC for RLG and Whitehills building projects

DATE: December 7, 2021

Recommendation:

It is recommended that the Board of Education authorize the Superintendent, or designee, to sign the attached Takeover Agreement as presented.

Background:

On November 23, 2020 the Board of Education approved the termination of the elementary bond construction contract with Midwest Wall related to metal wall panel installation at Robert L Green and Whitehills. A performance bond guaranteeing the fulfillment of that contract was provided by United States Fire Insurance Company (the Surety).

The Surety had the metal panel installation completed and is due the balance of the unpaid contract of \$143,624.90 which is less applicable change orders. Paragraph F of the Takeover Agreement as well as the attached Midwest Wall contract history summaries the balance due. The Takeover Agreement was prepared by Thrun Law Firm.

**Midwest Wall
RLG and Whitehills**

M:\Capital Projects\2017 and 2020 CP\Midwest Wall\PC and WH\Settlement\[Midwest Wall contract history for PC and WH.xlsx]sheet1

	<u>Pinecrest</u>	<u>Whitehills</u>	<u>Total</u>
Original Contract	312,500.00	320,900.00	633,400.00
Change Orders:			
58a Color add	2,200.00		2,200.00
Adjusted contract per f of takeover agreement	314,700.00	320,900.00	635,600.00
58b Masonry repairs		(54.08)	(54.08)
58c Electrical	(468.00)		(468.00)
58d Electrical	(223.00)	(223.00)	(446.00)
58e? Landscaping repairs	(625.00)	(625.00)	(1,250.00)
Adjusted contract per all change orders	313,384.00	319,997.92	633,381.92
Thrun payments (billings 2-20-20 to 8-19-21)			(6,946.62)
Total adjusted contract			626,435.30
Less Payments:			
12/3/2019 Ck # 70566			(40,500.00)
1/29/2020 Ck # 70623			(199,312.20)
4/20/2020 Ck # 70700			(108,900.00)
10/19/2020 Ck # 70847			(64,436.04)
10/19/2020 Ck # 70848			(69,662.16)
Balance Due			143,624.90

TAKEOVER AGREEMENT

THIS TAKEOVER AGREEMENT (“Agreement”) is entered into this ___ day of November, 2021, by and between United States Fire Insurance Company (the “Surety”) and East Lansing Public Schools (the “Owner”) (collectively, the “Parties”).

RECITALS

A. Midwest Wall Company, LLC (the “Former Contractor”) and the Owner entered into a contract (the “Contract”) for the Former Contractor to furnish all labor and material and perform all work necessary for the construction of a project commonly known as the East Lansing Public Schools 2017 Bond Program – Pinecrest and Whitehills Elementary – Metal Wall Panels and Siding (the “Project”) in accordance with the terms and provisions of the Contract, including all contract documents forming a part of the Contract.

B. As required by the Contract, the Former Contractor and the Surety made, executed and delivered to the Owner a Performance Bond (the “Performance Bond”) and a Payment Bond (the “Payment Bond”) (each with Bond No. 602-122209-3; collectively, the “Bonds”), both in the penal sum of \$633,400.00.

C. The Owner has defaulted the Former Contractor under the Contract and has terminated the Former Contractor’s performance of the Contract.

D. The Owner has called upon the Surety to fulfill its obligations as surety under the terms of the Performance Bond.

E. The Surety is willing to undertake the completion of the Contract in the manner hereinafter related provided the Owner pay to the Surety the Balance of the Contract Price, as defined in the Performance Bond, less Contract or Performance Bond authorized reductions to which the Owner is entitled (“Balance”), in accordance with the terms of the Contract. To obtain such payment, the Surety shall submit one payment application to the Owner after the achievement of final completion.

F. As of Payment Application No. 6, dated and signed September 30, 2020, the contract price, as adjusted by Change Order No. 58A, is \$635,600.00, and there remains a balance including retainage still held and unpaid by Owner, in the amount of \$152,789.60, less authorized Owner reductions totaling \$9,164.70, consisting of repairs to: landscaping (\$1,250.00), electrical (\$914.00), masonry (\$54.08), and attorney fees pursuant to Section 14.2.4 of the Contract’s General Conditions (\$6,946.62), producing a net total of \$143,624.90, which is the agreed upon amount of the Balance as of the date of this Agreement. Notice of authorized Owner reductions shall be provided to the Surety no later than 30 days after the Completion Contractor completes the work on the Project.

NOW, THEREFORE, in consideration of Surety agreeing to complete the work required by Contract pursuant to Section 5.2 of the Performance Bond and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Agreement do covenant and agree as follows:

1. Owner shall pay the Balance to Surety in exchange for Surety's completion of the work required by the Contract. The amount to be paid includes all monies due or to become due Former Contractor arising out of or incidental to the performance of the Contract, including, but not limited to, unpaid Contract balances, unpaid monies relating to any and all previously-approved or subsequently-approved change orders, and retained percentages, and is not subject to any withholding, setoff or deductions by Owner. The Balance shall not include any monies related to any other agreement between the Owner and Former Contractor other than the Contract, as defined herein. Provided final completion is achieved by July 15, 2021, the Owner will not withhold any amounts for any alleged damages caused by Former Contractor's alleged failure to substantially complete on time; however, Surety shall bear the costs incurred by Owner to address Former Contractor's failure to timely and properly perform its contractual duties that resulted in additional costs charged by other contractors on the Project, including but not limited to the costs of the Project's electrical contractor for removal of lights, the Project's roofing contractor for replacement of roof metal that was damaged in the removal of the panels, and costs of the Project's landscaping contractor that may be incurred to address landscape repairs made necessary by the untimely completion of the work of the Contract, all in relation to completion of the work of the Contract. Subject to and subsequent to backcharges against the Balance to address the aforesaid costs, the Owner will pay the Balance to Surety or in accordance with Surety's written directions (1) in accordance with the terms of this Agreement; and (2) in accordance with the terms of the Surety's Letter of Direction addressed to Richard Pugh, dated July 17, 2020, a copy of which is attached hereto as **Exhibit A**. Specifically, after final completion is achieved, the Surety will submit a final payment application to the Owner, and the Owner will remit one payment to the Surety in accordance with the Surety's Letter of Direction (Exhibit A). Where there is a conflict in such terms, this Agreement shall control. However, for the avoidance of doubt, the Surety directs that any and all payments related to the completion of the Contract be made by check, payable to "United States Fire Insurance Company", and mailed to Beth Rotenberg, as provided in Paragraph 13 of this Agreement. The monies may be paid to Surety or such other persons, firms or entities as Surety may direct in writing at any time or times hereafter.

The Surety will provide all close-out documents required by the Contract related to the work performed by Shaffner-Heaney Associates, Inc. (the "Completion Contractor") to the Owner when it submits its final payment application.

Except in instances of Surety's default, Owner's failure to deliver any payment in accordance with the terms of this Agreement shall be addressed in accordance with the terms of Contract.

Owner further agrees, notwithstanding any provision to the contrary in the Contract, to make such payments, regardless of whether any lien or other claims to said funds have been made, provided Surety (1) agrees to take over the Owner's defense of such claims or any claim or lien filed or presented after such payment, at the expense of Surety and (2) agrees to indemnify Owner and its board members, administrators, attorneys, agents and employees, to the extent of the amounts so released plus any and all legal fees and costs incurred by the indemnified entities related to any legal or administrative action giving rise to such indemnification pursuant to Section 14.2.4 of the Contract's General Conditions, against liability for making such payments

notwithstanding the pendency of such lien or other claim or lien or claim filed or presented after such payments.

2. Insofar as Owner has any right, title or interest therein, Owner agrees that Surety or its subcontractors will have the right to use, without charge, any of the materials, supplies, equipment or personal property furnished or supplied to or by Former Contractor which may be stored on the premises of the Project or which may have been fabricated for use in connection with the Project, whether or not presently upon the Project. The foregoing sentence does not entitle Surety to greater use of or access to materials, supplies, equipment or personal property than what Former Contractor had immediately prior to termination of its performance under the Contract.

3. Surety shall perform with reasonable speed all of the yet to be completed work and corrective work required to conform the Former Contractor's work under the Contract to the requirements of the Contract ("Remaining Work"), including the provision and performance of all warranties and guarantees therein contained, in accordance with the terms and conditions of said Contract except as to the time of completions. Aside from any indemnity described in the third paragraph of Section 1 hereof, Owner agrees that in no event shall Surety be liable for any and all sums, amounts, claims, liquidated or unliquidated damages, compensations, actual or punitive damages, penalties, assessments, fees, or fines whether claimed or imposed for any reason by any person, comptroller, entity, or Federal, State, County or Municipal governmental agency or political subdivision thereof for any sum in excess of the penal amounts of the Performance Bond, \$633,400.00 and the Payment Bond, \$633,400.00, each as applicable. No payment properly to be made under the Payment Bond shall reduce or offset the penal sum of the Performance Bond. Surety may cause further work to complete the Contract to cease on its behalf if it has expended the full bond penalty. Nothing in this Agreement shall be construed in any way to release any other liability of Surety to the Owner under the aforesaid Bond.

4. The Surety shall be represented at the Project by Jeff Cleek, the superintendent (the "Authorized Individual") for the Completion Contractor, solely for the purposes set forth in this paragraph. Owner and Surety agree that the Authorized Individual will represent the Surety in dealing with the Owner on day-to-day construction and coordination issues with respect to the Remaining Work. The Authorized Individual has no authority to negotiate Change Orders, credits, backcharges or net deductions from the Original Contract of any nature whatsoever without the Surety's prior written approval. All such matters should be immediately referred to the Surety's Engineer, Eric Johansen, for consultation and authorization pursuant to the Contract. Mr. Johansen's contact information is below in Paragraph 13. The Parties shall engage in mutual cooperation to insure a smooth transition of work to the Surety's Completion Contractor.

5. Surety will be entitled to time extensions in accordance with the terms and conditions of the Contract allowing same.

6. Surety will, with all reasonable dispatch, investigate and discharge its liability under the Payment Bond as to all demands upon it by subcontractors and suppliers to Former Contractor of labor and material in connection with the Contract.

7. Regardless of any claim or contentions which Former Contractor has made or may make against the Owner or which the Owner has made or may make against Former Contractor, the Owner will fully perform all of the obligations undertaken by it in the Contract and among other things, will make payment to Surety of all amounts due or to become due in relation to the Contract as if Surety were the original "contractor" under the Contract. As of the date of this Agreement, Surety is unaware of any claim or contentions of the Former Contractor against the Owner associated with the Contract.

8. Neither this Agreement nor any provision hereof shall be deemed or construed to be an admission or concession of liability of any kind or nature by Former Contractor, Surety or the Owner. Acceptance of this Agreement shall be deemed a waiver of any of the rights or claims of Former Contractor or Surety in relation to the Contract. The acceptance of the Remaining Work under the Contract by the Owner or the expenditure by the Surety of the entire Performance Bond penal sum amount, whichever comes first, shall satisfy the Surety's current obligations under the Contract, the Performance Bond, and this Agreement, but shall not be or constitute a waiver or abandonment of any claim of the Owner under the Contract, the Performance Bond or this Agreement, consistent with Section 9.10.4 of the General Conditions of the Contract for Construction, incorporated into the Contract by Section 9.1.2 of the Contract. Notwithstanding the prior sentence, Owner is unaware of any claims it has against the Surety or the Performance Bond as of the date of this Agreement.

9. This Agreement contains the entire understandings and agreements of the Parties hereto, except that this agreement in no way nullifies, waives or cancels the Contract, the Performance Bond, the Payment Bond or any of their respective terms. All oral or written agreements prior to the effective date of this Agreement and which relate to this Agreement and the matters set forth herein are declared null and void, except with respect to the Contract, the Performance Bond and the Payment Bond, each of which remain in full force and effect except to the extent expressly modified herein. Any modification of this Agreement must be made in writing and executed by the Parties hereto.

10. In the event that there is any provision of this Agreement which is inconsistent or conflicting with any other documents forming a part of this Agreement, including, but not limited to, the Contract referred to herein, the terms and conditions of this Agreement shall govern and control except as to the Contract, the Performance Bond and the Payment Bond, in which cases this Agreement will only govern and control where expressly provided herein.

11. It is understood and agreed by the Surety and the Owner that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Contract, or any Exhibits attached to this Agreement, to be drafted.

12. This Agreement is executed pursuant to and governed by the laws of the State of Michigan.

13. Any notice required to be made under the terms of this Agreement shall be deemed made if either party mails such notice by first-class mail, postage prepaid, and transmits said notice by facsimile or email, as follows:

As to the Owner:

East Lansing Public Schools
501 Burcham Drive
East Lansing, Michigan 48823
Attention: Superintendent of Schools
Phone: 517.333.7420
Fax: 517.333.7470
Email: dori.leyko@elps.us (with copy to richard.pugh@elps.us)

With a copy to:

Christopher J. Iamarino
Thrun Law Firm, P.C.
PO Box 2572
East Lansing, Michigan 48826-2575
Phone: 517.374.8862
Fax: 517.484.0001
Email: ciamarino@thrunlaw.com

As to the Surety:

United States Fire Insurance Company
ATTN: Beth Rotenberg, Surety Claims
Eric Johansen
305 Madison Ave
Morristown, NJ 07960
Phone: (973) 490-6574 (Beth Rotenberg)
(973) 753-3301 (Eric Johansen)
Email: Beth.Rotenberg@cfins.com
Eric.Johansen@cfins.com

With a copy to:

Jessica L. Wynn, Esq.
Lipson Neilson PC
3910 Telegraph Rd., Ste. 200
Bloomfield Hills, Michigan 48302
Phone: (248) 593-5000
Fax: (248) 593-5040
Email: jwynn@lipsonneilson.com

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. Signatures on this Agreement transmitted and received by facsimile or by electronic mail shall be binding on the Parties to the same extent as original signatures.

15. The Owner and the Surety both acknowledge that they have had the opportunity to obtain the advice of counsel prior to entering into this Agreement and that they now voluntarily enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first set forth above, and the individuals who execute this Agreement personally represent and warrant that they have full authority to execute this Agreement on behalf of the respective Parties.

WITNESS:

EAST LANSING PUBLIC SCHOOLS

By: _____

Print Name: _____

Its: _____

WITNESS:

UNITED STATES FIRE INSURANCE
COMPANY

By: _____

Print Name: Beth J. Rotenberg

Its: Manager, Claims - Surety, Credit, and
Program Solutions

EXHIBIT A



CRUM & FORSTER®

A FAIRFAX COMPANY

Beth Rotenberg

Executive Specialist, Surety and Trade Credit Claims

t 973-490-6574

e Beth.Rotenberg@cfins.com

Crum & Forster

305 Madison Avenue, Morristown, NJ 07962

July 17, 2020

VIA E-MAIL

Richard Pugh, CPA, CFO

Director of Finance

East Lansing Public Schools

501 Burcham Drive

East Lansing, MI 48823

RE: Surety: United States Fire Insurance Company
 Principal: MIDWEST WALL COMPANY, LLC
 Obligee: East Lansing Public Schools ("ELPS")
 Project: Pinecrest and Whitehills Elementary - Metal Wall Panels & Siding
 (the "Project")
 Bond No.: 602122209 (the "Bond")
 Claim No.: NJU0070793

Dear Richard:

As you know UNITED STATES FIRE INSURANCE COMPANY (hereinafter "U.S. Fire") is the surety on various bonds issued on behalf of the above-named principal (hereinafter "Midwest Wall"). I am sending this irrevocable letter of direction in connection with the Freeze Funds Letters previously sent to you via email on May 20, 2020 and June 4, 2020, both of which are incorporated herein by reference.

As an initial matter, U.S. Fire hereby irrevocably requests and authorizes ELPS to pay directly by single payor check all vendors and suppliers, other than Midwest Wall, who are owed any funds in connection with Midwest Wall's contract for the Project referenced above. In connection with issuing payment, please obtain an appropriate lien waiver and release from the subcontractor or supplier who is to be paid. Midwest Wall and U.S. Fire both request that all

payments to vendors be made as promptly as possible in order to continue to facilitate Midwest Wall's work.

Further, U.S. Fire hereby irrevocably requests that any and all payments due or to become due to Midwest Wall for its performance on the above-described Project be made by check, payable to "United States Fire Insurance Company", and mailed to the following address:

United States Fire Insurance Company
Attn: Beth Rotenberg, Surety Claims
305 Madison Ave.
Morristown, NJ 07962

Please advise in advance when such payment will be sent so that we can keep watch for it, and please provide any tracking information that may accompany such payment.

There will be no modification or change in these instructions without the written authorization and express consent of U.S. Fire.

U.S. Fire continues to fully reserve all rights, remedies, and defenses under the terms of the Bond, the contract for the Project, the Indemnity Agreement, all other agreements, and applicable law.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Beth J. Rotenberg

cc: Chris Iamarino, Esq.
David Warner
Dory Leyko
Midwest Wall



MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – ELESPPA (Paraprofessionals) TA 1-1-22 to 6-30-24

DATE: December 7, 2021

Recommendation:

It is recommended that the Board of Education approve the changes to the agreement between the East Lansing Board of Education and the East Lansing Educational Support Association (ELESPPA) covering the period January 1, 2022 through June 30, 2024 as presented.

Background:

The ELESPPA CBA expires June 30, 2022. On December 8, 2021 a TA was reached on a new CBA with ELESPPA. The ELESPPA will hold their ratification vote on December 13, 2021. Below are the highlights of the TA (the red-lined CBA is attached):

- New agreement from 1-1-2022 to 6-30-2024
- Additional language on health care paraprofessionals (expanded beyond medical).
- Eliminate the probationary period for eligibility of insurance and paid leave.
- Change the cut-off date to be eligible for district paid insurance coverage greater than single subscriber from 8-1-2010 to 7-1-2023.
- Appendix A 2022-23 Wage Schedule:
 - Full step advancements
 - Move Category 1, 2, and 3 to Category 4
 - Move Category 4 to Category 5
 - 2% increase to Category 5 lane
 - Health care paraprofessionals will receive an extra 75 cents per hour in addition to the Appendix A wage scale.
- Appendix A 2023-24 Wage Schedule:
 - Full step advancements
 - Move Category 4 (except overloads and building aides) to Category 5
 - 2% increase to Category 4 and 5
 - Health care paraprofessionals will receive an extra 75 cents per hour in addition to the Appendix A wage scale.
- A few other clean-up items.

The estimated total cost of this TA is as follows:

- \$563,000 for steps, percentage increases and Category advancement.

- No overall estimate has currently been projected for the 75 cent per hour health care para extra compensation. An annual cost per health care para is projected at \$1,500 for the extra 75 cents per hour.
- \$527,000 annually for the changes to the cut-off date for eligibility of health insurance. Please refer to my BOE memo dated 10-15-2021 for more detail.

At the time this memo was written the ELESPA ratification vote had not yet occurred.

If the Board would like to discuss the new contract I would suggest a closed session pursuant to Section 8(C) of the Michigan Open Meeting Act for discussion related to collective bargaining strategy.

AGREEMENT
between
THE BOARD OF EDUCATION
of the
SCHOOL DISTRICT OF THE
CITY OF EAST LANSING

and

THE EAST LANSING
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION (ELESPA)
JANUARY 1, 202~~1~~² TO JUNE 30, 202~~2~~⁴

Proposal 12-7-21

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ARTICLE 1: RECOGNITION

A. This Agreement is effective on January 1, 2024~~2~~, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan, (the "Board") and the East Lansing Educational Support Personnel Association (ELESPEA or the "Association").

B. The term "employee" as used in this Agreement shall include:

Overload Paraprofessionals

Building Instructional Paraprofessionals

Special Education Paraprofessionals

GSRP Paraprofessionals

English ~~Language~~-Learners (ELL)/Title 3 Paraprofessionals

Science Paraprofessionals

Health ~~Care Paraprofessionals~~~~Aides~~

Title 1 Paraprofessionals

Library Paraprofessionals

American Sign Language (ASL) Interpreter

Health care paraprofessionals are defined as those employees who are trained to perform medical treatment or support to students. Medical treatment and support includes diabetic care, seizure response and toileting.

Excluded from the bargaining unit are any part-time Paraprofessionals working less than fifteen (15) hours per week and all other employees.

C. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for those employees included in the description of the unit in Article 1, Section B, as defined in Section 11 of the Public Employment Relations Act, MCL 423.211.

D. The Board agrees not to negotiate with any employee organization other than the Association for the employees included in the unit as described in Article 1, Section B, for the duration of this Agreement.

ARTICLE 2: NEGOTIATIONS PROCEDURE AND CONTRACT ADMINISTRATION

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other terms and conditions of employment at least sixty (60) calendar days before the expiration date of this Agreement.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary written mutual consent of both parties as a signed amendment to this Agreement.
- D. Representatives of the Board and the Association’s bargaining committees will meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure or to constitute the reopening of this Agreement.
- E. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

ARTICLE 3: GRIEVANCE PROCEDURE

A. ***Intent***

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. This Agreement shall not be construed as limiting the right of any bargaining unit member with a grievance, or the immediate supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

B. ***Definition***

A “grievance” is defined as a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement as claimed by an employee. It is expressly understood that a claim must specifically identify the Article(s) or Section(s) violated and there must be a relationship between the “statement of grievance” and the Agreement provision allegedly being violated in order to be a

proper grievance.

C. **General**

1. For the purpose of processing grievances, "work days" shall be defined as days on which Central Office is open for business.
2. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement. Should the grievant or the Association fail to meet these time limits, the grievance shall be considered withdrawn. Should the Board fail to meet these time limits, the grievance may be processed on to the next level.
3. This Agreement shall not be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement. The Association shall be given the opportunity to be present as such adjustment and mutual agreement shall be established before any said adjustment being transmitted to the grievant.
4. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
5. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
6. All documents, communications, and records relating to the grievance process shall be maintained separate and apart from the personnel file of the employee, except when the employee has requested in writing that the documents, communications, or records be also included in his/her personnel file. This requirement does not include documents supporting any Board action such as evaluations, complaints, initial application for employment.
7. Upon mutual consent, reasonable arrangements for released time may be made when the Association chairperson or designee is needed to participate in any grievance procedure and the employee shall not incur loss of salary when the time has been mutually scheduled by both parties.
8. An employee shall have the right to inspect and acquire copies of his/her personnel file. Confidential letters of reference secured from outside sources shall be excluded from inspection as identified under MCL 423.501(2)(c).

9. An employee may be represented at any step of the grievance procedure by the Association or its agents.
10. The grievance form is available from the Association President.

D. Procedure

Level One

1. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor within ten (10) work days of his/her knowledge of the event or occurrence which is the basis for the complaint.
2. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

Level Two

1. If the Level One decision is not satisfactory, the oral grievance shall be reduced to writing on the Grievance Report Form and shall be presented to the immediate supervisor and the Association within seven (7) work days of the receipt of the Level One answer.
2. The immediate supervisor shall hold a meeting with the grievant and/or the grievant's Association Representative within seven (7) work days of the receipt of the grievance.
3. The immediate supervisor shall render a written decision to the grievant within five (5) work days of said meeting.

Level Three

1. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or the Superintendent's designee within five (5) work days of receipt of the grievance.
2. The Superintendent or designee shall hold a meeting with the grievant and/or the grievant's Association Representative at a time mutually agreeable to them, but within (7) work days of receipt of the grievance.
3. The Superintendent or designee shall render a written decision to the grievant within ten (10) work days of the meeting.
4. The Association Grievance Chairperson may initiate a grievance directly at

Level Three when either of the following conditions applies:

- a. A grievance involves a group of employees in more than one building or an issue applies to the unit as a whole, or
- b. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

When such grievances are initiated at Level Three, the grievance procedure identified in Article 3 A.–C. 1.–10 shall be used.

Level Four – MERC MEDIATION

If either party requests, the services of MERC Mediator will be sought and used in an attempt to resolve the grievance short of arbitration. If the MERC Mediator cannot meet within 3 (three) weeks, the moving party may insist that MERC mediation step is skipped and file arbitration. Level 5 timelines begin after mediation is concluded or skipped.

Level Five

1. Only the Association has the right to appeal a grievance to Level Four. If the Association is not satisfied with the disposition of the grievance at Level 3, the grievance may, at the option of the Association, be submitted to arbitration by written demand for arbitration submitted to the Board within twenty (20) work days of the Superintendent's disposition at Level 3. An individual employee shall not have the right to process a grievance to arbitration.
2. If the parties cannot agree as to the Arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the hearing.
3. The Arbitrator's decision shall be final and binding on both parties to this Agreement.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to ten (10) work days before the arbitration hearing.
5. The fees and expenses of the Arbitrator shall be shared equally by the Association and Board.
6. The Arbitrator shall render a decision in writing not later than thirty (30)

calendar days from the date of the conclusion of the arbitration hearing unless otherwise mutually agreed upon between the parties.

7. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or its written amendments, or to specify the terms of a new Agreement, or to substitute the Arbitrator's discretion for that of the parties.
8. The Arbitrator, the Association, or the Board may call any relevant person as a witness in any arbitration hearing.
9. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly-employed unit members may be released from normal responsibilities for the scheduled arbitration hearing.
10. The termination of employment of a probationary employee shall not be arbitrable.
11. The arbitrator shall have no power to:
 - a. decide claims which address a prohibited or illegal bargaining subject;
 - b. decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law;
 - c. require back pay for more than ten (10) days before the date a written grievance is filed;
 - d. award damages beyond the amount of the wages that the employee would otherwise have earned. Any back pay award shall be reduced by any compensation received by an employee from any sources, including unemployment compensation.

ARTICLE 4: BOARD RIGHTS

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States excepting where expressly limited by the provisions of the Agreement.

The Board retains the right, by way of illustration and not by way of limitation, to continue its rights, policies, and practices of assignment and direction of its personnel; to determine the number and scheduling of all the foregoing; to establish, modify, or change school hours or days; to adopt reasonable rules and regulations; to determine the qualification of employees; to hire, promote, discipline,

or transfer employees; assign work or duties to employees; determine the size of the work force and to lay off employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its rights, acts through its administrative staff.

- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 5: ASSOCIATION RIGHTS

- A. The Association shall have the use of school building facilities for meetings at reasonable times when such facilities are not otherwise in use after regular school hours, and during lunch and/or breaks, and shall have the use of equipment normally available for employee use at all reasonable times and without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care for Association business upon competent proof that the Association or one of its members through gross negligence caused any damage to said equipment.
- B. Up to five (5) work days of released time, with pay, will be granted to the Association President or the President's designee to carry out Association business. The Association will reimburse the Board for normal substitute costs. The Association shall reimburse the District on a current basis for those sums paid to the Office of Retirement Services for Association release time. The Association shall obtain the approval of the Superintendent or designee before using these days and the use of these days shall not be inconsistent with the interests of the District.
- C. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals.
- D. Duly-authorized representatives of the Association shall be permitted to transact Association business on school property provided that this activity shall not interfere with normal school operation and/or conflict with normal employee work assignments.
- E. The Association shall be represented on any budget committee where other District bargaining units are represented. The Association shall confer with the Superintendent or designee regarding representation on any other District committees. At the building level, paraprofessionals will be represented by an

Association member at staff meetings where topics that would directly affect their working conditions are on the agenda. The Association representative will be paid for attending the staff meeting. Paraprofessionals will also be paid for attendance at any building meeting where their immediate supervisor requires their attendance. Paraprofessionals may also attend other building meetings (non-required) on a voluntary basis after checking with their immediate supervisor.

ARTICLE 6: PAYROLL DEDUCTIONS

- A. The Board agrees to deduct twice each month tax-deferred 403(b) employee contributions and to remit such contributions to a single Board-approved 403(b) vendor or third-party administrator within one (1) week following the deduction subject to the following conditions:
1. The Board-approved 403(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
 2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium and currently is TSA Consulting Group.
 3. Any failure by the 403(b) vendor to promptly credit employee contributions transmitted pursuant to this Article shall be addressed by the employee directly with the 403(b) vendor and/or the third-party administrator.

ARTICLE 7: PROBATIONARY EMPLOYEES

- A. All new employees hired by the Board shall be considered to be on probation for a period of ninety (90) work days. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed the probationary period until these additional days have been worked. During such period, the employee is not covered by this Agreement and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. At the end of the probationary period, the employee shall be considered a regular school employee unless otherwise notified. The immediate supervisor shall file at least one (1) evaluation of a new employee during the probationary period. There shall be no probationary period for eligibility of insurance (Article 16), sick leave benefits, and personal business days.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of work. However, the amount of credit for seniority purposes that an employee will receive is subject to Article 8.A.1.
- C. All probationary employees shall be paid during the school year on a twenty-one

(21) pay basis, unless a signed written election form is submitted to the Payroll department electing twenty-six (26) pays.

- D. Time worked as a substitute shall not count toward completion of the probationary period, for seniority purposes, or for any benefits under this Agreement.

ARTICLE 8: SENIORITY, LAYOFF, AND RECALL

- A. "Seniority" shall be defined as the length of service within the district as a member of the bargaining unit. Seniority shall begin on the employee's first working day and shall accrue within categories. Categories for purposes of this contract shall be as defined in Article 1.B.

- 1. Seniority shall accrue on the basis of one (1) full year for full-time employees [30 hours or more per week] and three-quarters seniority for employees working from 22.5 hours to 29.99 hours per week; and, one-half seniority for employees working from 10 to 22.49 hours per week; and, one-quarter seniority for employees working less than 10 hours per week. For example, someone employed for 25 hours/week and working 112 calendar days would have a seniority multiplier of .5 x .75, which equals .375 years of seniority.

Calendar Days of Employment	Seniority Credit Multiplier
120 or more	1.0
60-119	0.5
60 or less	0.00

- 2. The Board shall prepare, maintain, and post the seniority list. The seniority list shall be updated, revised, and posted in all buildings of the District by the end of January and the end of August of each year. A copy of all seniority list revisions shall be sent to the Association President for written verification before posting or use in layoff. Seniority will accumulate June 30th of each year.
- 3. Hours worked outside the bargaining unit shall not be used for seniority purposes or for establishing a date of hire.
- 4. Seniority shall be lost by an employee upon termination, resignation, or retirement from a position within the bargaining unit. Seniority will continue to accumulate while the employee is on layoff.
- 5. Only members of the bargaining unit shall accrue seniority within the unit.
- 6. Taking a position outside the bargaining unit within the District shall not constitute an interruption in service with the District. An employee who takes

a position outside the bargaining unit shall retain bargaining unit seniority for a period of one (1) year after taking the position outside the bargaining unit. Additional seniority shall not accrue while the employee works outside the bargaining unit during the one (1) year period.

7. If two or more employees have the same seniority and the same date when they first began working, their tie will be broken by using the last four digits of their social security numbers. The employee with the highest number in the last four digits shall have the highest seniority. If two or more employees have the same seniority and different dates when they first began working, the employee with the earlier first working date will be considered as having more seniority. If two or more employees have the same date when they first began working but different seniority as a result of working different contracted hours, the employee with the most seniority shall be more senior. Any changes in seniority ranking shall be sent to the Association President for written verification before posting or use in layoff.
8. Employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one full year on an unpaid leave of absence.
9. Hours worked in an overload paraprofessional position shall accrue seniority. This seniority is solely for the purpose of filling vacancies. Seniority shall not be calculated on a regular basis. The seniority earned as a result of employment in an overload position shall be reflected on the seniority list in a separate column.
10. The seniority list in effect upon ratification of this Agreement shall be controlling in all future situations involving seniority.

B. In the event it becomes necessary to reduce the number of bargaining unit members, the process governing such reduction shall be as follows:

1. No employee shall be laid off pursuant to a necessary reduction in the work force unless he/she is notified of said layoff at least thirty (30) calendar days before the effective date of layoff.
2. The employee affected by the position elimination or a significant hour reduction, as defined by Paragraph B. 4 of this Article, shall be the least senior in his/her Category, except when senior employees do not qualify for the position. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly-created position. The employer shall ask all employees affected if anyone would accept a voluntary layoff. The person accepting a voluntary layoff shall maintain all his/her contractual rights to seniority and/or recall subject to the provisions of this agreement.

3. Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff, or otherwise displaced shall have the right to displace less senior employees as follows:
 - a. Members will select jobs in the seniority order, pursuant to the provisions of Article 8.B.3.b.-c. In no event will a member be permitted to select a position that is more than 2.5 hours than the position the employee held before being displaced.
 - b. Category 4 (or highest Category involved) persons will begin. For example, the highest-senior person will have their choice of any Category 4 position with comparable hours. (*Comparable hours* are number of hours needed to maintain current level of benefits), for which they are qualified and for which they have higher seniority than the incumbent OR they may choose to move down to a Category 3, 2, or 1 position. In this case however, they must wait until any higher senior displaced Category 3, 2 or 1 member has chosen a position. The same process will be used when a Category 3, 2, or 1 member has been displaced.
 - c. All positions in Category 4 and Category 3 must be filled by existing Category 4 and Category 3 persons as long as the hours are comparable, the employee has higher seniority and meets the qualifications of the position.
4. In the event of a reduction of the work hours, of more than five (5) hours per week, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace and meets the qualifications of the position. In no case shall a reduction in any employee's hours take effect until the Board provides ten (10) workdays written notice to the affected employee(s). The employee's failure to respond in writing, within three (3) workdays of the receipt of a notice of hour reduction to the Superintendent of his/her desire to exercise displacement rights, forfeits his/her right to displace and the hours will be reduced.

- C. Employees shall be recalled in reverse order of their seniority to any position for which they are qualified that has *comparable hours* to the position they held before their layoff/displacement.

The District shall notify employees of recall by certified mail. Employees shall have seven (7) calendar days to respond to said recall notice per the provisions of Article 8.C.2. Failure of the employee to respond within seven (7) calendar days shall constitute a break in his/her seniority, and shall result in voluntary termination.

1. An employee being recalled may meet with the Superintendent or designee to review the qualifications required in the available position. If the Superintendent or designee determines that the recalled employee is not qualified for the vacant position, the employee shall remain on the layoff list with no penalty. If the employee disagrees with the determination, he/she shall be able to exercise his/her rights under Article 3 of this Master Agreement.
2. The employee shall have four (4) options to choose from during the notice of recall process. Those options are as follows:
 - a. Accept the notice of recall with comparable hours to the position the employee held before layoff/displacement.
 - b. Reject the notice of recall while retaining future rights of recall. Such rejection shall not waive the employee's right to be recalled in the future, pursuant to the seniority and recall provisions of the agreement. However, any employee who is either receiving or is eligible to receive unemployment compensation benefits and selects this option waives all rights to unemployment benefits during the remainder of his/her period of layoff, as all parties recognize that the District has offered the employee suitable employment in the same category with comparable hours but in a different position (for example, the Paraprofessional held an ESL (English as a Second Language) position versus a Special Education position before the layoff/displacement.
 - c. Ask for and may be granted a leave of absence for the remainder of the school year.
 - d. Reject the notice of recall and be terminated from employment. The employee voluntarily waives all rights of recall in the future.
 - e. Acceptance of an overload assignment shall not constitute a waiver of an employee's right to be recalled to an assignment pursuant to the terms of this Article, as by nature, overload positions are temporary and terminate at the end of each school year. Furthermore, the employee is under no obligation to accept an overload assignment if such an assignment becomes available. However, the employee shall not be considered on layoff for the number of hours the employee works in an overload position, should the employee agree to accept such a position.
3. Employees on layoff shall retain seniority for the purpose of recall for a

period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and shall be considered terminated.

4. Those members who, due to the layoff and displacement process, are employed in a category or position different from the one they were displaced from shall have the first right to return to their pre-layoff position if that position becomes vacant or is fully restored during their two (2) year period of retaining seniority for recall purposes.
5. Accumulated seniority and sick leave will be retained for those re-employed within two (2) years following layoff.

ARTICLE 9: VACANCIES/TRANSFERS

- A. For purposes of this Agreement, a "vacancy" shall be defined as a Board-authorized position which is unfilled and to which no bargaining unit member has a right to return to (i.e., from leave of absence or recall), or when the authorized hours for a position increase five (5) or more hours per week.
- B. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly-created position shall be publicized by giving written notice to the Association President, and the Superintendent or designee will provide an appropriate posting in every school building.
 1. No vacancy shall be filled on a permanent basis until ten (10) work days after such notice has been given.
 2. When school is not in session, all vacancies shall be posted in the Central Administration Office as described above for at least ten (10) work days before being filled.
 3. If a vacancy is to be filled through recall of an employee on layoff in the same category, Section B of this Article does not apply.
 4. The ten (10) work day period in Section 1 above, will be reduced to five (5) work days for Special Education paraprofessional postings during the period of August 1 to November 1.
 5. The ten (10) day period will begin from the date a posting is placed on the District's website.

The paper copy of the job posting will indicate the date the posting was placed on the District's website and the date the posting is closed.

Copies of the posting(s) will be provided to the Association President and the

secretaries in each building at the time of the posting.

- C. Any employee may apply for a vacancy or new position by submitting a letter of application to the Central Administration office. In the recruitment, selection, and appointment to vacant positions within the District, the Board shall recruit, select, and appoint from within the ranks of its employees whenever practicable. In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

The position will be awarded to the most qualified individual taking into account his/her knowledge, skills, ability, and experience.

If the candidates are equally qualified and one is internal, the internal candidate shall be offered the position. If more than one of the equally-qualified candidates is internal, the employee with the most seniority shall be offered the position.

The Board will not bypass current employees in the bargaining unit who apply except to hire a more qualified applicant. The most qualified applicant will be offered the position.

- D. When an internal employee is selected for a new/vacant position, s/he will be granted a three (3) week (15 working days when students are in the building) trial period [which includes ten (10) working days when the employee's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine: (1) the ability to perform on the job and (2) the desire to remain on the job. The trial period shall be extended for ten (10) additional working days upon mutual written agreement of the Board and the Association.

During the above trial period, the employee shall have the opportunity to revert to the employee's former position. If the employee's job performance in the new position is determined to be unsatisfactory by the Board, notice of such a finding and reasons shall be given to the employee in writing before the employee is returned to their former position, with the employee having the right to grieve the Board's decision, through Step Three of the Grievance Procedure only.

No action to remove said employee from the position will take place until such time that the grievance process has been completed through Step 3 or should the employee fail to file the grievance on time.

- E. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association President. Any reasonable request for extension of this time line shall be mutually agreed to by the Association President and the Superintendent or

designee.

- F. The Board recognizes that the involuntary transfer of employees should be kept to a minimum and agrees that, if the employee requests, its representative will meet with the employee to explain the reasons for the transfer. The Association recognizes that overload teacher paraprofessionals who are assigned to classrooms may be transferred due to overload changes and that this provision shall not apply.
- G. When a vacancy is intended to be filled on a permanent basis, the District shall have the right to place a substitute in the position. However, the District will NOT continue the use of a substitute beyond sixty (60) work days.

ARTICLE 10: EMPLOYEE RIGHTS AND PROTECTION

- A. Any reasonable complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record.
- B. Upon request, an employee shall be entitled to have an Association representative present when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- C. The Board recognizes the concept of progressive discipline and agrees that no employee who has completed his/her probationary period shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such reprimand, discipline, or reduction in rank or compensation shall be done privately.
- D. Employees shall have the right upon request, twice a year, to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made in the presence of the Superintendent or designee. "Personnel record" means a record kept by the District that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the District to keep or supply a personnel record as provided in this subdivision.
- E. Employees believing that material contained in their personnel files is false or incorrect may, at their option, attach a statement to the material outlining their disagreement with the material. Any material which forms the basis of any disciplinary action against an employee, and which the employee believes to be false or incorrect, shall be subject to the grievance procedure. When, in the employee's opinion, misleading or inaccurate documentation is to be inserted into

the employee's personnel file, he/she shall have the option to submit a written notation which specifically identifies the statements believed to be inaccurate or misleading and which provides the employee's version with regard to said statement. Such notation shall be submitted within seven (7) work days of receipt of said documentation and shall be attached to same.

- F. Any warning or reprimand involving a minor infraction in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of such warning or reprimand, or does not relate to unprofessional conduct, can be removed from the personnel file by the Superintendent or designee at the written request of the employee. Said warning or reprimand shall not thereafter be used in a future disciplinary action against the employee.
- G. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall be interpreted to mean that the employee has reviewed the materials in question.
- H. The Board agrees, upon the discharge, suspension, or demotion of an employee, to promptly notify the Association President and the employee of the discharge, suspension, or demotion in writing.
- I. Grievances involving an appeal of discharge, suspension, or demotion shall be initiated directly to Level Three within seven (7) work days of receipt of the written notice provided above.
- J. The parties agree to abide by the Public Employment Relations Act and all other laws, statutes, and the constitutions of the United States and the State of Michigan.
- K. The Board agrees not to discriminate against or between employees because of Race, Religion, National Origin, Age, Gender, Marital Status, Political Activity, Sexual Orientation, or Disability.

ARTICLE 11: LEAVES

A. Paid Leaves

1. Sick Leave

Each employee covered by this Agreement shall accumulate one (1) sick leave day, for each month or major portion of each month worked for a total of ten (10) days per fiscal year, in an individual sick leave bank with a maximum accumulation of 120 days. Probationary employees accumulate sick leave but shall not be granted unearned sick leave days until they have completed their probationary periods. Should an employee leave the unit

before accruing the credited days used, sick pay for those days shall be deducted from any final wage payment due to the employee at separation. Sick leave days shall be granted for the following reasons:

- a. **Unable to Perform Duties.** When the employee is unable to perform the essential functions of his/her job due to illness, pregnancy, or disability.
- b. **Illness in the Immediate Family.** "Immediate family" shall include the employee's mother and father, father-in-law and mother-in-law, spouse, children, step-children, legal guardian or ward, grandchildren, grandparents, brother and sister. An employee may be granted a maximum of ten (10) work days per school year for illness in the immediate family. Additional unpaid days may be available under the Family and Medical Leave Act (see Appendix B).
- c. **Medical Appointments.** As used in this Agreement, this term applies to time necessary to fulfill dental as well as medical appointments when such appointments cannot be made at any other time, subject to approval by the immediate supervisor.
- d. **Disability Leave.** When an employee is required to interrupt his/her employment on the advice of his/her physician due to disability, upon written request and written verification by the physician, the employee shall immediately be granted a disability leave. An employee returning from a disability leave will be required to furnish a medical statement to the Superintendent or designee from the employee's physician indicating that he/she is physically able to return to work. An employee shall return to work on the day specified by his/her physician, except when it is mutually agreed by the employee and the Board for him/her to extend his/her leave through an unpaid leave request. The employee must use his/her sick days to be eligible for long term disability benefits. For paid leaves of one year or less, the employee shall be able to return to his/her former position. For paid leaves of more than one year, the employee will be returned to a comparable position. A comparable position shall be defined as a position within one hour more or less and within the same category as the employee's position prior to the leave for which the employee is qualified. If the position has changed or been eliminated or the employee is no longer qualified, then displacement rights will be in effect. Employees will accrue seniority during the time they are using days from their sick leave bank. The past practice of paying disabled employees 60% of their pay beginning immediately after exhaustion of the employees' accumulated sick leave until LTD insurance

benefits begin shall be changed effective July 1, 2002. Instead, disabled employees who have exhausted accumulated sick leave days must serve a waiting period of an additional ten (10) work days without pay, and then the Board will pay the employee 60% of the employee's regular pay until LTD insurance benefits begin. To be eligible for such wage continuation payments, the employee must have the District's Certification of Health Care Provider form completed by the employee's physician and turned into the Superintendent or designee.

- e. The Board shall pay for any health or medical examinations that are a condition of employment. The examinations are to be taken on the employee's own time, if possible. The examinations shall be conducted by a physician of the employer's choice.
2. **Notification of Illness or Disability.** Employees who are unable to perform their duties because of illness or disability shall notify their immediate supervisor before the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
 3. **Verification.** The Board may request a doctor's verification of illness or disability upon the fifth (5th) day of absence.
 - a. **Jury Service.** Employees called for jury duty during work hours shall be paid their full salary. These days are not chargeable against the sick-leave bank. The employee shall reimburse the District the amount of compensation less court reimbursed expenses received for jury duty within ten (10) work days of receipt of same.
 - b. **Court Appearances.** Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in connection with an employee's employment or whenever the employee is subpoenaed to attend any court proceeding related to his/her employment or the school provided the employee is not testifying against the District or is the plaintiff in the proceeding. If the employee receives court pay, the employee shall reimburse the district the amount of compensation less court reimbursement expenses received from said court or agency within ten (10) work days of receipt of same.
 4. **Personal Business.** Each employee covered by this Agreement shall be granted two (2) personal business days per year for the purpose of attending

to, or caring for, personal business which by its nature cannot be scheduled outside of the regular workday. Personal business days shall not be used to extend a holiday, or to extend a period when the school is not in session, nor shall personal business days be granted for the purpose of other employment, child care, or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (½) day increments. The use of the personal business days shall be arranged with the employee's immediate supervisor before the use of such days by the submission of written application with as much advance notice as possible. Any unused personal business leave shall be added to the employee's accumulated sick leave each year.

5. **Bereavement Leave.** Each employee covered by this Agreement may use a maximum of five (5) days per year for each death in the employee's immediate family. "Immediate family" shall include the employee's mother and father, father-in-law and mother-in-law, spouse, children, step-children, legal guardian or ward, grandchildren, grandparents, brother or sister. These days when taken, will not be deducted from sick leave. Time off with pay, not to exceed one (1) day, may be granted for attendance at the funeral service of a person whose relationship warrants such attendance. Notification to the immediate supervisor of leave for a funeral or a death is expected as soon as practical.

B. Unpaid Leaves

The following leaves of absence, without pay or benefits, may be granted by the Board upon written request of the employee for a period of sixty-one (61) days or more, not to exceed one (1) year. At the request of the employee, the leave may be extended for an additional year at the discretion of the Board. The Superintendent may grant unpaid leaves of sixty (60) or fewer days.

1. **Prolonged Illness.** An employee may be granted an unpaid leave of absence for a prolonged illness or disability of the employee or in the employee's immediate family as defined in Section A.1.(b).
2. **Child Care/Adoptive/Parental Leave.** An employee may elect to take a child-care/adoptive/parental leave up to a maximum of one (1) year for children through the age of three.
3. **Other Leaves.** Other leaves of absence may be granted by the Board upon written request of the employee. Denial of said leaves shall be subject to the grievance procedure up through, but not beyond, Level Three of the procedure.

4. **Return from Unpaid Leave.** When an employee returns from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position he/she left. If the position no longer exists, the employee shall exercise his/her rights to displace as provided in Article 8.B.3. If the unpaid leave of absence is for more than one year, the employee may return to the first comparable open position in his/her category.
5. **Conditions for Leaves of Absence.** Unless otherwise indicated, the following conditions shall apply for leaves:
 - a. Requests for leaves shall be in writing.
 - b. All leaves shall be limited to one (1) year or less, unless otherwise specified.
 - c. Salary increments shall not accrue while on an unpaid leave of absence, however, employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one full year on an unpaid leave of absence as identified in Article 8.A.8.
 - d. Sick leave days shall not accrue while on leave, but unused sick leave days held at the start of the leave shall be reinstated upon return from leave.
 - e. All fringe benefits paid by the Board will cease at the commencement of an unpaid leave unless continuation of payment is required by law. Employees may, at their own expense, continue coverages of certain insurances for a period of time as defined under COBRA.
 - f. To facilitate planning an efficient operation of the District's employees on leave shall notify the Board, in writing, at least fifteen (15) work days prior to the end of the leave, if their intent is to return to work. Failure to notify shall be deemed conclusive of resignation.
 - h. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with health insurance coverage maintained for one or more of the following reasons:
 - (1) due to the birth of the employee's child in order to care for the child;

- (2) due to the placement of a child with the employee for adoption or foster care;
- (3) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (4) due to a serious health condition that renders the employee incapable of performing the functions of his or her job. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves: (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Employer or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- i. In the event of the death of the person for whom the employee took a leave, the leave shall be terminated fifteen (15) work days after receipt of the employee's request to return to work.

B. FMLA

Family and Medical Leave Act (FMLA) is incorporated into this agreement as written and interpreted.

ARTICLE 12: HOLIDAYS

- A. Employees shall have the following days off with pay:

Labor Day (provided the employee is scheduled to work prior to Labor Day), Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr., Day, Presidents Day, and Memorial Day.

- B. To receive holiday pay, the employee shall work the last scheduled workday preceding the holiday and the first scheduled work day following the holiday unless specified otherwise or unless the absence is excused in writing by the Superintendent or his/her designee.
- C. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid full holiday pay for that day.

- D. Holiday pay shall be determined by multiplying an employee's regular straight time hourly rate times the number of hours he/she is regularly scheduled to work each week divided by five.

ARTICLE 13: COMPENSATION

- A. Wages of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

Employees may be granted credit on the salary schedule for similar outside experience up to five (5) years. Additionally, new employees may be granted additional credit on the salary schedule of two (2) steps for 60 (sixty) semester hours of college credit; up to three (3) steps for 90 semester hours of college credit; and up to six (6) steps for 120 semester hours of college credit.

If an employee disagrees with the amount of credit he/she is granted, he/she may appeal this decision to the Superintendent.

- B. All employees shall be paid during the school year (21 pays) unless a signed written election form is submitted to the payroll department electing twenty-six (26) pays.

- C. 1. Time and one-half (1½) will be paid for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned, provided that such overtime has been authorized.

Any time worked beyond the hours the employee is regularly scheduled to work, as authorized by the building supervisor, shall be paid according to the employee's hourly rate of pay. All unscheduled work hours shall be arranged in advance by mutual agreement of the employee and the immediate supervisor.

- 2. Time and one-half (1½) will be paid for all hours worked on Saturday and Sunday. Double time will be paid for all holidays worked.

- 3. If the employee and the immediate supervisor mutually agree, time off with pay shall be granted in lieu of overtime pay at the same rate of overtime.

- D. Any employee who is assigned temporarily to the duties of another employee in another category which earns a lower rate of pay shall receive his/her regular rate of pay for the period he/she assumes such assignment.

- E. Any employee who is assigned temporarily to the duties of another unit member in another category which earns a higher rate of pay for more than five (5) consecutive days shall receive the rate of pay at the first step which is greater than his/her

current rate of pay for the duration of the temporary assignment and retroactive to the first day of said assignment.

- F. The Board shall pay the legally-mandated contribution to the Michigan Public Schools Employees Retirement Fund. MIP elections will be paid by the employee.
- G. An employee who separates from the employment with the Board for retirement purposes after ten (10) years of service with the District, in accordance with the provisions of the Public School Employees Retirement Act, shall receive a lump sum payment not to exceed four thousand five hundred dollars (\$4,500-~~00~~) computed at the rate of \$55 per day for the employee's accumulated sick leave days. This payment shall be made in the fiscal year immediately following the retirement. The retiree may elect to receive the payment in either July or January.

In the event of the death of an employee, who has given notice of retirement and who is eligible to receive terminal leave under the preceding paragraph of this Article, the benefit will be paid to the beneficiary designated, in writing, by the employee. If there is no written beneficiary designation on file with the District at the time of the employee's death, the benefit will be paid according to the priorities specified in MCL 408.480.

- H. Whenever an employee has left the Board's premises and is required to return to work after the completion of the employee's regularly-scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours' pay at the employee's straight time hourly rate, whichever is greater.
- I. All employees who attend staff meetings on a compensated basis consistent with Article 5.E. will be paid for such time at their regular hourly rate.
- J. Any employee voluntarily attending a course, workshop, or training session relating to his/her present classification may have fees, tuition, supplies, and other reasonable related expenses reimbursed by the Board, provided that the request for reimbursement has prior written approval of the immediate supervisor and Superintendent or designee.
- K. The Job Review Committee shall consist of three (3) administrators as determined by the Superintendent's designee and three (3) bargaining unit employees as determined by the Association President.

The Job Review Committee will meet within ten (10) business days of a written request by the Association President or the Superintendent's designee to address whether a bargaining unit position is improperly classified for Article 1.B. categories. This meeting deadline may be extended upon mutual agreement of the parties.

If the Committee determines that the position should be re-classified into a different Article 1.B. category, the Committee's written decision and supporting rationale shall be submitted to the Superintendent for review within sixty (60) calendar days of the written request. The Committee's recommendation shall be submitted to the Board for action. Any wage adjustment shall be effective on the date of the written request.

L. To be eligible for reimbursement, employee receipts for out-of-pocket expenses shall be submitted to the business office no later than June 30 of the fiscal year of the transaction.

ARTICLE 14: EVALUATION PROCEDURE - See Appendix B

- A. An evaluation of the work of employees shall be in writing and in accordance with the following:
1. At least once in a two (2) year period, school principals, or other administrators, shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statements of the employee's performance as indicated on the evaluation form provided in Appendix C. If a paraprofessional is directly assigned to classrooms, the classroom teacher may be requested, by the immediate supervisor, to contribute to the evaluation. However, the responsibility for the content of an evaluation lies solely with the administration.
 2. All evaluations shall be discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signatures of the immediate supervisor, the employee, and any other supervisory persons who evaluated the work of the employee. Employees are required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it within five (5) work days after it is reduced to writing. An employee's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the employee is familiar with it.
 3. After consultation with the immediate supervisor, or designee, or other supervisory persons who have been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator will have the right to revise, modify, or otherwise change the written evaluation prior to affixing any signatures and prior to transmitting same to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signatures of both the employee and the person(s) preparing the evaluation.
 4. A copy of the written evaluation shall be submitted to the employee at the

time of such personal interview.

ARTICLE 15: WORKING CONDITIONS

A. Hours

1. The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday, inclusive.
2. Employees shall be provided at least seven (7) calendar days' notice of any change in the normal starting and/or quitting time.
3. The Board retains the right to schedule work for less than eight (8) hours per day or forty (40) hours per week.
4. All employees, including those individuals assigned to a specific student, shall be allowed a rest period away from their assignment for each three and one-half (3½) consecutive hours of work, not to exceed fifteen (15) minutes each time. The period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.
5. Employees working overtime shall receive an additional fifteen (15) minutes of relief for every three (3) hours worked.
6. All employees, including those assigned to an individual student, shall be allowed an unpaid thirty (30) minute duty-free lunch period during which they may leave the building and school premises provided the principal is notified.

B. The yearly work calendar shall be the same as the student calendar except that unit employees shall also work on two (2) designated one-half (½) student days or four (4) late start days of two (2) hours each during the time students are not in session for purposes of professional development or as otherwise assigned by the Board, plus commencement day or, if longer, the normal academic year of the program to which the employee is assigned.

1. The professional development days will be identified by the District by September 20th of each year or upon adoption of the school year calendar, whichever occurs later.
2. Any additional work time on student half-days must be approved in advance by the Superintendent or designee. In addition, the work year may be extended by the Superintendent or a designee.
3. If the work year is extended more than five (5) working days the position will be posted.

4. Any time a paraprofessional's District-required or State-mandated professional development time exceeds two (2) designated one-half (1/2) students' days, the paraprofessional will be compensated at his/her regular hourly rate for the additional hours.

C. Elementary and secondary library paraprofessionals will be assigned an additional five (5) days of work during the school year to be used to facilitate library services such as opening the library, closing the library, cataloging, etc.

D. Whenever schools are closed due to severe weather or other emergencies, all employees shall not report for work as usual unless specifically directed to do so and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after employees have reported for work, because of severe weather or other emergencies and if the immediate supervisor's work is terminated for that day because of those conditions, the employee's work shall terminate for that day concurrent with the immediate supervisor's and the employee shall be paid the normal pay even though fewer hours have been worked. Exceptions may be made with respect to specific designated employees, such as security officers, who may be required to work. Employees requested to report for work when a school or other facility is closed under this provision for any emergency reason during such conditions shall be compensated at one and half (1½) times their regular hourly rate of pay.

Compensation (in any form) will not be issued for make-up days/hours which have to be rescheduled to replace canceled days/hours in order to receive full state aid payment.

E. During the last month of school, employees will receive written notice of employment for the coming year from the Superintendent or designee. Such notice shall include the building to which the employee is tentatively assigned as well as the normal starting and quitting times.

F. The Board agrees to provide a locked area for personal belongings.

G. Elementary library paraprofessionals shall not be required to supervise more than two (2) recesses per week as part of their regular duties.

H. No paraprofessional shall be required to dispense medication or perform nursing procedures or perform physical restraints on students without training regarding the procedure. If required to perform these functions, paraprofessionals will be provided training deemed necessary by the administration for their duty performance at the district's expense. Paraprofessionals will be compensated for their additional time consistent with Article 13.

I. When a paraprofessional is assigned to a student who needs services which would

expose the paraprofessional to bodily fluids, the paraprofessional shall be provided with the necessary equipment and/or garments to ensure universal precautions are followed. Universal precautions training shall be provided to all paraprofessionals who may be exposed to bodily fluids within thirty (30) calendar days of employment.

ARTICLE 16: INSURANCE

A. The Board agrees to make premium contributions on behalf of each employee working thirty (30) or more hours a week for the following insurance programs:

1. Health/Medical Insurance

Health plan coverage shall be MESSA Choices II \$300/\$600 in-network deductible PAK which includes hospital, medical and surgical protection with a \$20 office visit co-pay, \$25 urgent care co-pay, \$50 emergency co-pay, and Saver RX or MESSA ABC Plan 1 with a Board contribution to an employee's health savings account of ~~\$910 for single subscribers and \$1,820 for two-person or family subscribers. Effective January 1, 2022 the Board contribution to an employee's health savings account shall increase to~~ \$1,200 for single subscribers and \$2,400 for two-person or family subscribers.

Employees who elect to receive health insurance benefits will pay 20% of the medical benefit plan costs on a 12-month basis to be payroll deducted. The Board will pay 80% of the medical benefit plan costs. Bargaining unit members that elect MESSA Choices II, rather than MESSA ABC Plan 1, shall additionally pay 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1.

For new hires after ~~August 1, 2010~~ July 1, 2023, the Board will only pay 80% of the medical benefit plan costs of the single subscriber health insurance benefit (which is less the 20% employee premium share cost) ~~after the new hire has worked ninety (90) calendar days for the District.~~ If the new hire wants two-person or full-family health insurance coverage, he/she must pay the cost differential from the single subscriber medical benefit plan costs.

Cash Option: The Board shall provide a cash option in lieu of health benefits. The amount of the cash option shall be \$250 per month in an adopted, qualified plan which complies with Section 125 of the Internal Revenue Code. The monthly amount will increase to three hundred dollars (\$300) if the number of employees not enrolling in health insurance increases to 30 or above. The number of employees not taking health insurance will be calculated once a year on January 1.

The Board will also provide the same Dental, Vision, Income Continuation Plan, and Life insurance as specified above under Plan A.

The hospitalization plan shall not include any coverages which the Employer is prohibited from funding under the State School Aid Act. Employees may, with the consent of the insurance carrier and underwriter, elect to purchase such coverage(s) at employee expense.

2. Part-time employees who work seventeen and one half (17 ½) or more hours per week may participate in the benefits described in Section A., above, whereupon the Board shall bear the cost represented by the percentage of thirty (30) hours per week worked by the employee. The remaining cost will be paid by the employee through payroll deduction.
3. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect the cash option specified in A.1. of this Article.
4. Dental Insurance
The Employer shall pay the full premium of a dental insurance program at 100% of Class I benefits, 80% of Class II benefits and 80% of Class III benefits with a \$1,500 maximum, and orthodontics 80% with a \$1,500 lifetime maximum as provided by Delta Dental Insurance. The premium shall be paid by the Employer for the full twelve months, provided the employee completes the full school year.
5. Vision
MESSA/vision service plan VSP-3 (including eligible dependents).
6. Income Continuation Plan (LTD) MESSA Negotiated LTD Plan Highlights:
 - 60% benefit level
 - \$5,000 maximum monthly benefit
 - Minimum maximum benefit 5%
 - Freeze on offsets such as social security
 - 90 calendar day modified fill (CDMF) waiting period or exhaustion of accumulated sick leave whichever is greater
 - 24 month own occupation waiver
 - No COLA increase

~~The amount paid by the Employer toward benefits (including health, dental, vision, life and LTD) or the cash option will be prorated for those working at least seventeen and one half (17½) hours per week but less than thirty (30) hours per week.~~

~~All insurance coverage is subject to the terms and conditions of the respective policy. It is the responsibility of each employee to be properly enrolled.~~

7. Life
Group life insurance in the amount of \$10,000 plus AD&D through a carrier selected by the Board.
8. Coverage on the above benefits shall be for a full twelve (12) months; it being expressly understood that full twelve (12) months' coverage is dependent upon completion of the employee's work year.

If an employee resigns from employment after the end of a school year and before the start of the next school year, the insurance shall be continued through August 31 of that year, unless the employee becomes employed elsewhere prior to August 31. Provided, that an employee who resigns and waives insurance for the months of July-August shall receive \$500. The waiver must be in writing and furnished to the District by May 15

9. All insurance coverage is subject to the terms and conditions of the respective policy. It is the responsibility of each employee to be properly enrolled.

~~The amount paid by the Employer toward benefits (including health, dental, vision, life and LTD) or the cash option will be prorated for those working at least seventeen and one half (17½) hours per week but less than thirty (30) hours per week.~~

In the event the District convenes a joint labor management committee to study the insurance cost issue with the Board of Education, encompassing district-wide coverage, the Association will be so notified and will retain continuing participation on said committee for its duration.

10. The Board agrees to deduct premiums for tax-sheltered annuities solely paid for by the employee and remit such premiums to the designated insurance company.
- B. Each employee will be covered by the Worker's Disability Compensation Act and the Board further agrees to pay the injured employee the difference between his/her regular weekly income based on forty (40) hours or on the employee's normal work week if less than forty (40) hours, and the amount to which he/she is entitled under provisions of the Worker's Disability Compensation Act. Such payments will be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.

The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months. The employee will not continue to accrue sick leave, personal leave, or vacation time while on worker's compensation.

ARTICLE 17: CONTINUING EDUCATION

- A. A Continuing Education Committee is established and shall consist of two (2) administrators and (3) three bargaining unit members.
 - 1. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.
- B. An employee shall submit an application for training and/or education to the Superintendent or designee with copies to his/her immediate supervisor after approval. The continuing education forms are attached as Appendices.
 - 1. Upon receipt of an application for training and/or education, the Superintendent or designee shall have ten (10) work days within which to render a decision on the request.
- C. Upon successful completion of each 4.0 unit block of training and/or course work, (each college credit = 1 unit*) the Board agrees:
 - 1. To increase the bargaining unit member's hourly rate of pay by \$0.10.
 - 2. To reimburse the bargaining unit member for registration fees, tuition, books, lab fees, supplies, and other expenses approved in advance of training up to a maximum of \$100 in any fiscal year. The committee shall approve not more than \$4000 in such expenses for the entire bargaining unit in any fiscal year.
 - *For credits earned prior to July 1, 2001, each semester hour of college classes shall count as one and one half (1½) units and each quarter hour shall count as one (1) unit.
 - **"On record" is defined as receipt of transcripts reflecting a grade of 2.5 or better for college courses or receipt of signed course completion form for non-graded courses.
 - 3. Expenses which were incurred but were not approved by the committee initially may be submitted for payment prior to June 1 in any fiscal year.
 - 4. Continuing Education incentives earned prior to this contract shall remain in place.

- D. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the *Continuing Education Reimbursement Form* together with the *Course Completion Form* and/or transcript where applicable to the Superintendent or designee with copies to the immediate supervisor and continuing education committee.
- E. Successful completion shall be defined as a minimum of 2.5 (C+) grade for college, university or other graded courses and a Course Completion Form signed by the instructor for non-graded courses.
 - 1. Failure to successfully complete training or coursework shall result in District reimbursement of any monies paid in advance of training.
- F. Training and course work shall be measured in unit blocks which will be assigned by the committee in accordance with the formula below:

HOURS	UNIT
1	.1
2	.2
HOURS	UNIT
3	.3
4	.4
5	.5
6	.6
7	.7
HOURS	UNIT
8	.8
9	.9
10 or 1 credit	1.0
20 or 2 credits	2.0
30 or 3 credits	3.0
40 or 4 credits	4.0

- G. The bargaining unit member shall confirm the completion of the required hours with the Human Resources Office when he/she has completed 4.0 units of education and/or training. The Human Resources Office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour.
- H. Course work, in-service training, workshops, or conferences where the Board is paying the employee either a salary or a stipend to attend shall not qualify for credit under the terms of this article.
- I. In-services, conferences, or workshops reimbursed by the District as a conference

(requested on a conference form) shall not qualify for credit under the terms of this Article.

- J. The parties agree to allow all current employees to become or retain "highly qualified" status as permitted by State and/or Federal law.

ARTICLE 18: MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. For purposes of timelines contained in this Agreement, "work days" shall be defined as those days the school district central offices are open for business.
- D. For purposes of this Agreement, the "immediate supervisor" is defined as the building principal or designee.
- E. For purposes of this Agreement, the "supervising teacher" is defined as the district certified teacher(s) from whom an employee receives daily tasks.
- F. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties as set forth in writing and signed by both parties as an amendment to this Agreement.

ARTICLE 19: DURATION OF AGREEMENT

This Agreement shall be in effect as of January 1, 202~~12~~²⁴ and shall continue in effect until June 30, 202~~24~~²⁴. This Agreement may be extended by mutual written consent of both parties.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the Agreement as provided in that Act.

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF EAST LANSING, INGHAM AND
CLINTON COUNTIES, MICHIGAN**

**EAST LANSING EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION (ELESPEA)**

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____

By: _____
Its Secretary

By: _____
Its Secretary

Date: _____

Date: _____

APPENDIX A

2020-21 Wage Schedule

	Category 1 Overload, Building Instructional	Category 2 Special Ed, GSRP, Science	Category 3 Title 1, ELL/Title 3, Health Aides 1 to 4 students	Category 4 Health Aides 5+ Students	Category 5 Library	ASL Interpreter
Step	Rate	Rate	Rate	Rate	Rate	
B	12.09	12.54	12.96	13.43	13.85	
1	12.69	13.17	13.61	14.10	14.54	
2	13.04	13.50	13.95	14.45	14.90	
3	13.34	13.84	14.30	14.81	15.27	
4	13.67	14.19	14.66	15.18	15.65	
5	14.01	14.54	15.03	15.56	16.04	
6	14.36	14.90	15.41	15.95	16.44	
7	14.72	15.27	15.80	16.35	16.85	
8	15.09	15.65	16.19	16.76	17.27	
9	15.47	16.04	16.59	17.18	17.70	
10	15.86	16.44	17.00	17.61	18.14	
11	16.26	16.85	17.42	18.05	18.59	22.33

Longevity YEARS OF SERVICE	PERCENTAGE
Beginning 17 through 24	(3%)
Beginning 25+	(6%)

2020-21: Steps for all employees.

APPENDIX A

2021-22 Wage Schedule

	Category 1 Overload, Building Instructional	Category 2 Special Ed, GSRP, Science	Category 3 Title 1, ELL/Title 3, Health Aides 1 to 4 students	Category 4 Health Aides 5+ Students	Category 5 Library	ASL Interpreter
Step	Rate	Rate	Rate	Rate	Rate	
1	13.01	13.50	13.95	14.45	14.90	
2	13.34	13.84	14.30	14.81	15.27	
3	13.67	14.19	14.66	15.18	15.65	
4	14.01	14.54	15.03	15.56	16.04	
5	14.36	14.90	15.41	15.95	16.44	
6	14.72	15.27	15.80	16.35	16.85	
7	15.09	15.65	16.20	16.76	17.27	
8	15.47	16.04	16.59	17.18	17.70	
9	15.86	16.44	17.00	17.61	18.14	
10	16.26	16.85	17.43	18.05	18.59	
11	16.67	17.27	17.86	18.50	19.05	22.89

Longevity YEARS OF SERVICE	PERCENTAGE
Beginning 17 through 24	(3%)
Beginning 25+	(6%)

2021-22: Step advancement for all employees

APPENDIX A

2022-23 Wage Schedule

				<u>Category 4</u> <u>Overload,</u> <u>Building Aide,</u> <u>SE, GSRP,</u> <u>Science, Title</u> <u>1, ELL/Title</u> <u>3,</u> <u>Health Aides</u> <u>less than 5</u> <u>studnets</u>	<u>Category 5</u> <u>Health Aides</u> <u>5+ students</u> <u>Library</u>	
<u>Step</u>				<u>Rate</u>	<u>Rate</u>	
<u>1</u>				<u>14.45</u>	<u>15.20</u>	
<u>2</u>				<u>14.81</u>	<u>15.58</u>	
<u>3</u>				<u>15.18</u>	<u>15.96</u>	
<u>4</u>				<u>15.56</u>	<u>16.36</u>	
<u>5</u>				<u>15.95</u>	<u>16.77</u>	
<u>6</u>				<u>16.35</u>	<u>17.19</u>	
<u>7</u>				<u>16.76</u>	<u>17.62</u>	
<u>8</u>				<u>17.18</u>	<u>18.05</u>	
<u>9</u>				<u>17.61</u>	<u>18.50</u>	
<u>10</u>				<u>18.05</u>	<u>18.96</u>	
<u>11</u>				<u>18.50</u>	<u>19.43</u>	
<u>12</u>				<u>18.96</u>	<u>19.92</u>	

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<u>Longevity YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
<u>Beginning 17 through 24</u>	<u>(3%)</u>
<u>Beginning 25+</u>	<u>(6%)</u>

ASL Interpreter hourly rate \$23.92

Health care paraprofessionals trained to provide medical treatment or support to

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students, as defined in Article 1B, will be paid an additional \$0.75 per hour.

2022-23: Step advancement for all employees and 2% increase Category 5

APPENDIX A
2023-24 Wage Schedule

				<u>Category 4</u> <u>Overload,</u> <u>Building Aide</u>	<u>Category 5</u> <u>SE, GSRP,</u> <u>Science, Title</u> <u>1, ELL/Title</u> <u>3,</u> <u>Health Aides,</u> <u>Library</u>	
<u>Step</u>				<u>Rate</u>	<u>Rate</u>	
<u>1</u>				<u>14.74</u>	<u>15.50</u>	
<u>2</u>				<u>15.11</u>	<u>15.89</u>	
<u>3</u>				<u>15.48</u>	<u>16.28</u>	
<u>4</u>				<u>15.87</u>	<u>16.69</u>	
<u>5</u>				<u>16.27</u>	<u>17.11</u>	
<u>6</u>				<u>16.68</u>	<u>17.53</u>	
<u>7</u>				<u>17.10</u>	<u>17.97</u>	
<u>8</u>				<u>17.52</u>	<u>18.41</u>	
<u>9</u>				<u>17.96</u>	<u>18.87</u>	
<u>10</u>				<u>18.41</u>	<u>19.34</u>	
<u>11</u>				<u>18.87</u>	<u>19.82</u>	
<u>12</u>				<u>19.34</u>	<u>20.32</u>	
<u>13</u>				<u>19.82</u>	<u>20.83</u>	

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<u>Longevity YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
<u>Beginning 17 through 24</u>	<u>(3%)</u>
<u>Beginning 25+</u>	<u>(6%)</u>

its content with him/her.



Performance Standards

- ___ 1. The bargaining unit member’s work in terms of quality, quantity, neatness, and accuracy.
- ___ 2. The bargaining unit member’s ability to meet the requirements of the position.
- ___ 3. The bargaining unit member’s ability to adjust to existing and new conditions.
- ___ 4. The bargaining unit member projects a positive, professional image.
- ___ 5. The bargaining unit member avails him/herself of opportunities for self-improvement.
- ___ 6. The bargaining unit member possesses the basic skills required of the position.
- ___ 7. The bargaining unit member relates and establishes rapport with students of various backgrounds.
- ___ 8. The bargaining unit member works well with ___ students, ___ teachers, ___ co-workers, ___ administrators, ___ parents (where appropriate) and ___ others (where appropriate).

Additional comments from the evaluator:

Considering all factors, the work performance of the bargaining unit member is
Accordingly, I recommend that the bargaining unit member be:

- ___ retained for future employment.
- ___ placed on an Individual Development Plan.
- ___ terminated (probationary employee).
- ___ terminated for just cause (nonprobationary employee).

Signature of Evaluator

Date

My signature only means that I have read and discussed the content of the evaluation with the evaluator. It is NOT intended to mean that I agree with the content of this evaluation. Further, I understand that I have a right to attach written comments to this document for insertion into my personnel file.

Signature of Bargaining Unit Member

Date

APPENDIX C

ELESPA Continuing Education Application

Before enrolling in course work or training, this form must be completed and submitted for approval to the Director of Human Resources with copies to the building principal or immediate supervisor.

Upon completion, it will be necessary to submit a transcript with a 2.5 (C+) or better grade point for each college course or a *Course Completion Form* for courses that do not issue a grade or transcript.

Name _____ Building _____

Name of Course(s) _____

Offered by (school, sponsor, etc.) _____

Beginning Date of Course Work _____ Ending Date _____

Days of attendance ___Mon ___Tues ___Wed ___Thurs ___Fri ___Sat

Hours per day attending _____ Number of credits or total attendance hours _____

Approximate amount of reimbursement to be requested \$ _____

Employee Signature

Date

APPROVAL Yes No

Director of Human Resources

Date

Repeal/Replace

East Lansing Public Schools
County[ies] of Ingham and Clinton, State of Michigan (the East Lansing Public Schools)

A regular meeting of the Board of Education (the “Board”) was held in the Board Room, within the boundaries of the East Lansing Public Schools, on the 13 day of December, 2021, at 7:00 o’clock in the p.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____

WHEREAS, the Board identified a need to review its current Board policies, bylaws, and administrative guidelines; and

WHEREAS, the East Lansing Pubic Schools administration (“Administration”) has reviewed the Thrun Law Firm Policy Manual (“Policy Manual”) and recommends the Policy Manual for consideration, in the form presented for Board review and approval, to replace the Board’s existing policies, bylaws, and administrative guidelines; and

WHEREAS, the Administration has reviewed any and all legal settlements and resolution agreements between the East Lansing Public Schools and any state or federal agency, as applicable, that address the modification or agency review of existing Board policy and the Board has considered the impact of those settlements or agreements when recommending adoption of the Policy Manual; and

WHEREAS, the Administration recommends that the Board repeal its existing policies, bylaws, and administrative guidelines, with the exception of existing Board policy [8260], concerning student bullying, and adopt the Policy Manual, with the exception of Policy 5207 (Anti-Bullying), concerning student bullying, which requires a public hearing before Board adoption pursuant to Revised School Code Section 1310b, MCL 380.1310b; and

WHEREAS, the Board has carefully reviewed, considered, and evaluated the Policy Manual collectively and as individual Board members and the Administration’s recommendation.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board accepts the Administration’s recommendation to adopt the Policy Manual.

2. All existing Board policies, bylaws, and administrative guidelines are hereby repealed (including all policies and bylaws that by their terms require a reading(s) or hearing(s) before repeal, modification, or adoption), with the exception of existing Board policy [insert

Repeal/Replace

number] concerning student bullying, which requires a public hearing before being repealed and replaced.

3. The Board hereby adopts the Policy Manual, except Policy 5207 (Anti-Bullying), in the form presented and recommended by the Administration as the Board's new policies and bylaws, including those forms and administrative guidelines in the Policy Manual, for the purpose of governing the East Lansing Public Schools.

4. The Administration shall promptly review East Lansing Public Schools publications and forms that may reference the now-repealed Board policies and revise those publications and forms as necessary to align them with the newly adopted Policy Manual within 90 calendar days after this resolution.

5. The Board's adoption of the Policy Manual, except Policy 5207 (Anti-Bullying), shall take immediate effect.

6. At a Board meeting scheduled for January 10, 2021, the Board will hold a public hearing concerning proposed Policy 5207 (Anti-Bullying) in the Policy Manual.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of East Lansing Public Schools County[ies] of Ingham and Clinton, State of Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on December 13, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education