MASTER AGREEMENT

Between the

DeWitt Board of Education and

DeWitt Educational Support Personnel

Association, MEA/NEA

Custodians

Food Service

Office Personnel Paraprofessionals

Transportation

2025-2030

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ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association (DeWitt/ESPA) as the sole and exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all full-time and regularly employed part-time bus drivers, mechanic, dispatcher/clerk, secretaries, custodial staff, maintenance person and grounds person, food service staff, K.I.D.S. and assistants/clerks, but excluding therefrom all substitutes, occasional employees, students, confidential employees, and supervisors such as, but not necessarily limited to, the executive secretary, business manager, district building maintenance supervisor, district grounds maintenance supervisor, food service director, and all others. Regularly employed part- time shall mean those employees employed by the District on a regularly scheduled assignment; excluding on-call, day-by-day substitutes or an employee employed for a specific amount of regularly scheduled time which is not more than the length of the negotiated probationary period of the bargaining unit employees.

B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as described above.

C. Reference to male employees shall include female employees, and reference to female employees shall include male employees.

D. In the event a new classification is created in the District, the parties agree to discuss whether the classification should be included in the bargaining unit as defined above. If the parties cannot agree, the matter shall be referred to the Michigan Employment Relations Commission for resolution.

ARTICLE 2
CONTINUITY OF OPERATIONS

A. The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow-down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Any person who, by concerted action with others, and without the lawful approval of his supervisor, willfully absents himself from his position, or abstains in whole or in part from the full, faithful, and proper performance of his duties shall be deemed to be on strike. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed appropriate by the Employer.
The Employer agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act.

ARTICLE 3
MANAGEMENT RIGHTS

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiation with the Association, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the DeWitt Public School District, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees;

2. Hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote, transfer and assign all such employees and to determine the size of the work force and lay off employees;

3. Establish or revise policies and adopt reasonable rules and regulations;

4. Continue or revise its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days, not in conflict with the specific provisions of this Agreement;

5. Determine the services, supplies, and equipment for its operations and to determine all methods and means of distributing, disseminating and/or selling its services and the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work, including automation or contracting thereof or changes therein, and the institution of new and/or improved methods or changes therein;

6. When necessary, to determine the ability of employees to perform satisfactorily through a physical and/or mental examination by appropriate medical personnel provided that any such examination shall be at the Employer's expense;

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;

8. Determine the placement of operations and the source of materials and supplies;

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. Notwithstanding any provision of this Agreement, it is agreed that the Board has the right to take any action or make any accommodation that may be necessary to comply with the Americans With Disabilities Act (ADA) or other laws that prohibit discrimination.

ARTICLE 4
ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings and facilities subject to existing Board policy.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall have the right to reasonable use of the Employer's office equipment at reasonable times, when such equipment is not otherwise in use, and subject to existing Board policy. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices. The Association President shall initial all such notices prior to their posting.

E. The Employer agrees to furnish to the Association in response to written requests, public information which the Association requires to administer this Agreement and to formulate contract proposals. The Association may have copies of this data by paying the normal cost of reproducing the copies to the District.

F. The Employer shall grant the Association up to five (5) days of paid leave each year for Association business provided that the Association President notifies the Employer at least five (5) days in advance and a substitute is available, if needed. A leave day as used herein shall be defined as the normal workday of the bargaining unit member taking said leave.

G. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing the duties normally associated with those positions. However, this shall not limit the use of volunteers or non-bargaining unit employees from doing bargaining unit work except that an employee who is not a member of the bargaining unit shall not perform a significant amount of bargaining unit work. It is agreed that the Director of Maintenance/Custodial/Grounds shall be a working supervisor performing bargaining unit work. No bargaining unit members shall have their hours reduced or be laid off as a direct result of any employee who is not a member of the bargaining unit performing bargaining unit work.

H. Section G of this Article shall not be interpreted to deny the Employer the right to continue the practice of having non-bargaining unit personnel to perform bargaining unit work.

I. The Employer and the Association shall share the cost of printing this Agreement. The Association shall distribute this Agreement to members of the Bargaining Unit.

ARTICLE 5
EMPLOYEE RIGHTS

A. The Board will not arbitrarily or capriciously discipline or discharge any bargaining unit member. A discharge will not take place without giving the bargaining unit member an opportunity to explain his/her action or inaction that is the cause of a contemplated discharge.

   The specific grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline or as soon thereafter as practical.

B. A bargaining unit member shall be entitled, at his request, to have a representative of the Association present when being formally reprimanded or formally disciplined for any infraction of rules or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the Association is present unless immediate action is required. The Association shall make a representative available within one (1) working day.

C. Bargaining unit members shall have the right to examine their personnel file and may be accompanied by a representative of the Association.

D. Documents of an evaluative and/or disciplinary nature shall first be signed and dated by the bargaining unit member prior to insertion into the personnel file.

   1. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of the material, but shall be understood to indicate awareness of the material.

   2. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, he may have his written statements attached to the file copy of said material. For purposes of this Agreement, the failure of a bargaining unit member to indicate his/her disagreement with the content of material being placed in the personnel file within ten (10) workdays of being required to sign the material shall be conclusively construed to mean that the bargaining unit member does not disagree with the content.

E. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining.

F. Except as provided in Section B of this Article, any disciplinary action taken against a bargaining unit member shall be done in private.

G. Bargaining unit members may be required to use physical force, as allowed by law, as may be necessary to prevent a pupil from injuring himself or others, or to prevent damage to school property. The Employer shall provide and arrange access to its legal counsel to advise the

bargaining unit member of his/her rights in the event the bargaining unit member is complained against or sued for such action.

H. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer will provide access to the Board's legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault.

I. The Employer shall provide and arrange access to its legal counsel to advise the bargaining unit member of his/her rights in the event the bargaining unit member is complained against or sued for action taken by the bargaining unit member while in the performance of his/her normal duties and responsibilities.

J. Should parking problems develop in the District, the Board agrees that representatives of the Employer will meet with representatives of the Association to discuss the resolution of such a problem pursuant to the special conference language contained in Article 20 of this Agreement.

K. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights he may have under Michigan laws or other applicable laws and regulations.

L. Letters of warning, reprimand, and discipline in a bargaining unit member's file which do not relate to a recurring incident within a four (4) year period from the date of such discipline shall be removed from the personnel file at the written request of the bargaining unit member and the concurrence of his/her immediate supervisor unless the removal of such items violates MCL 380.1230b of the Revised School Code.

    1. Should the immediate supervisor deny the bargaining unit member's request, the bargaining unit member may appeal the immediate supervisor's decision with the Superintendent, or the Superintendent's designee, within ten (10) workdays of such denial.

    2. Should the Superintendent, or the Superintendent's designee deny the bargaining unit member's request, such denial shall be for just and reasonable cause.

    3. Once removed from the personnel file, said disciplinary documentation shall not thereafter be used against the bargaining unit member.

M. Unless prohibited by law, the bargaining unit member may, upon request, have his/her dismissal, suspension, discipline, and/or performance evaluation(s) considered by the Superintendent. If the bargaining unit member is not satisfied with the decision of the Superintendent, and unless prohibited by law, the bargaining unit member may, upon request, have his/her dismissal, suspension, discipline, and/or performance evaluation(s) considered by Board of Education in a closed session. In the event an individual who is not a school district representative or agent requests access to or copies of employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, performance evaluations, or medical, counseling or psychological records, the bargaining unit member and the Association shall be notified before information is released. The foregoing provision shall not prevent the Association from exercising its duties as the bargaining agent.

ARTICLE 6
DUES, FEES AND PAYROLL DEDUCTIONS

A. Upon appropriate written authorization, the Employer shall deduct from the wages of such bargaining unit member and make appropriate remittance for programs not paid or fully paid by the Employer. Such programs shall include credit union deductions, insurance options, savings bonds, charitable donations, and any other programs jointly approved by the Association and the Employer.

ARTICLE 7
NEGOTIATION PROCEDURES

A. This Agreement may be extended by mutual written consent of both parties. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of this Agreement.

C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the duty, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Board shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects or matters.

E. If, at the request of the Board, a bargaining unit member is engaged during the school day in contractual negotiations on behalf of the Association with any representative of the Board, he shall be released from regular duties without loss of salary and without loss of any leave time provided under this Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

   The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

   1. The termination of services of or failure to re-employ any probationary employee.

   2. Any matter involving the content of employee evaluation.

B. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.

C. The term "days" as used herein shall mean working days except that during the summer months the term "days" shall mean Monday through Friday excluding holidays.

D. A written grievance as required herein shall contain the following:

   1. It shall be signed by the grievant(s);

   2. It shall be specific;

   3. It shall contain a synopsis of the facts giving rise to the alleged violation;

   4. It shall cite the section or subsections of this contract alleged to have been violated;

   5. It shall contain the date of the alleged violation;

   6. It shall specify the relief requested.

   Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. The time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement between the parties.

F. At each step of the grievance procedure, a bargaining unit member may have a representative of the Association present if he/she so chooses. This shall not serve to alter the time lines set forth herein.

G. Upon receipt of written agreement from the bargaining unit member, the Employer shall permit an Association representative access to and the right to inspect copies of the bargaining unit

member's personnel file. Confidential letters of reference secured from sources outside of the District shall be excluded from inspection.

H. All preparation, filing presentation or consideration of grievances shall be held at times other than when a bargaining unit member or a participating Association representative is to be at his assigned duty station unless mutually agreed otherwise.

I. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member fail to appeal a decision within the limits specified, or leave the employ of the Board, except a claim involving a remedy directly benefiting the grievant regardless of his employment, all further proceedings on a previously instituted grievance shall be barred.

J. The grievance form is attached to this Agreement as Appendix B.

K. Level One - A bargaining unit member alleging a violation of the express provisions of this Agreement shall within seven (7) days of its alleged occurrence orally discuss the matter with his immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

L. Level Two - A copy of the written grievance shall be filed with the immediate supervisor or his designated agent. Within five (5) days of the receipt of the grievance, the immediate supervisor, or his designated agent, shall render a decision in writing, transmitting a copy of same to the grievant, the Association President, the Superintendent, and place a copy of same in a permanent file in his office.

M. Level Three - If the grievant(s) is not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designee within five (5) days of the Level Two answer or the date the Level Two answer was due.

Within five (5) days after the grievance has been so submitted, the Superintendent or his designee shall meet with the grievant and the Association on the grievance. The Superintendent or his designee shall, within ten (10) days after the conclusion of the meeting, render a written decision thereon and shall forward copies of said decision to the grievant and the Association President.

N. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period provided above, the Association may within ten (10) days, submit the grievance to arbitration by notifying the superintendent in writing. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The demand for arbitration must be filed with the American Arbitration Association within ten (10) days from the date that the superintendent is given written notice that the grievance is being submitted to arbitration.

1. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence which was not previously disclosed to the other party.

2. The fees and expenses of the arbitrator shall be paid by the losing party. If the award modifies the position of the Employer rather than sustaining or denying the grievance, the fees and expenses of the arbitrator shall be shared equally by both parties.

O. Power of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any replacement wages earned including unemployment benefits during the period of back pay. The Board shall not be required to pay more than twenty (20) days of lost wages prior to the grievance being filed unless the time limits for filing the grievance are extended beyond the time limit in the Agreement. This provision does not limit back pay for lost wages incurred after the initial filing of any grievance.

4. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.

5. Where no compensation and/or fringe benefit loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.

6. The arbitrator may consider no more than one grievance at the same time except upon expressed written mutual consent.

P. Only the union, not an individual employee, may appeal a grievance to arbitration.

ARTICLE 9
WORKING HOURS AND CONDITIONS

A. The normal workday shall consist of no more than eight (8) hours a day, or forty (40) hours a week.

1. Bargaining unit members working an afternoon or evening shift may be rescheduled to the day shift when school is not in session.

2. When school is not in session during the summer months, shift changes among custodial/maintenance employees shall be made on the basis of seniority with the most senior unit member within a building and classification being granted his shift preference first.

3. Qualified bargaining unit members who are assigned less than a twelve (12) month period shall have the first opportunity for seasonal employment or special assignments. Bargaining unit members who accept such employment shall receive compensation as outlined in Appendix A of the Master Agreement for "Special Assignments and Seasonal Employment."

4. Assignments for paraprofessionals shall be tentatively made by June 30th of each year. However, adjustments may occur throughout the year to meet student needs.

5. A bargaining unit member shall be compensated at his/her regular rate of pay for working an extended work year in his/her position. This provision shall not apply to seasonal employment and special projects which shall be compensated in accordance with Appendix A.

6. The work schedule for ten (10) month secretaries shall commence two (2) weeks prior to the first day of student instruction and conclude two (2) weeks after the last day of student instruction. Flexible scheduling may be arranged by mutual agreement between the employee and their supervisor. Additional work days may be added with the agreement of the Employer and the Association.

    a. The work schedule for copy clerks will be tentatively made by June 30th of each year. Additional work days/hours when school is not in session may be assigned with the agreement of the employer and the Association. Copy clerks required to work during this time will be paid at their regular rate of pay.

7. In lieu of the foregoing, compensatory time may be mutually arranged between a bargaining unit member and the Superintendent, or the Superintendent's designee. The accrual and use of compensatory time shall be noted on the bargaining unit member's bi-weekly time sheet.

B. In the event that the Mechanic’s position is reestablished in the bargaining unit, the Employer and the Association shall meet and confer in order to determine the amount for a tool and uniform allowance.

C. Bargaining unit members shall be entitled to a thirty (30) minute unpaid lunch break, as scheduled by the Employer.

A bargaining unit member who is called upon to interrupt his lunch period will be provided additional time to equal a minimum of the thirty (30) minute period.

D. All eight (8) hour per day bargaining unit members may take a 15 minute "break" in the morning and a 15 minute "break" in the afternoon or during the first half and second half of their regular shift, whichever may apply.

   Employees working at least four (4) hours but less than eight (8) hours, shall be entitled to one (1) fifteen (15) minute break.
   All breaks must be scheduled by the employee's immediate supervisor.

E. Bargaining unit members who work in the custodial/maintenance and grounds classifications shall be entitled to a five (5) minute personal clean- up period before lunch and at the end of each shift.

F. At the option of the Employer, substitutes may be provided for absent bargaining unit members. DESPA employees who hold positions which require substitutes may be required by their supervisor to arrange and schedule the substitutes. A bargaining unit member taking time off may pre-arrange a substitute. If unable to secure a substitute from the bargaining unit, the bargaining unit member may pre-arrange an external substitute. The bargaining unit member shall notify their immediate supervisor (or designee) of the name and contact number for a substitute once they have arranged coverage, or if they are unable due to illness to arrange for a substitute, they shall notify their supervisor (or designee) A bargaining unit member who is interested in being employed as a substitute in their current or another classification in the bargaining unit shall have the responsibility to have his/her name placed on the substitute list for that classification/building provided he/she is qualified and available to work.

   The district shall be required to provide a list of screened (background check required) and qualified substitutes for the bargaining unit members. The substitutes must be selected from this list.

   1. Work performed as a substitute shall be paid at the rate for that position established in Appendix A or the bargaining unit member's own rate of pay, whichever is less. The exceptions are:

      a. Substitutes for Cooks will receive the Cook's wage.

      b. Substitutes for Bus Drivers will receive the rate of pay for the bus run they drive.

      c. Substitutes for Special Needs Assistants will receive the Special Needs Assistant's wage.

      d. Substitutes for Mail Driver/Food Service Delivery will receive the Mail Driver/Food Service Delivery's wage.

   2. At the discretion of the bargaining unit member's immediate supervisor, a member of the bargaining unit may be allowed to substitute for another member if it would otherwise conflict with their regular assignment as long as the bargaining unit member arranges and schedules the substitute for their regular assignment and employment as a substitute would not result in more than forty (40) hours of work in a work week.

3. The employer shall not be required to modify a substitute position or assignment in order to make a bargaining unit member eligible for the position or assignment.

G. When a bargaining unit member expects to be absent for any reason, he/she shall notify his/her immediate supervisor, or his/her designee, at least one (1) hour prior to the start of his/her regular hours of work. Bargaining unit members who work the afternoon or evening shift as custodians shall notify their immediate supervisor or his/her designee, at least two (2) hours prior to their regular hours of work.

H. The Employer shall schedule its meetings with bargaining unit members on the Employer's time whenever reasonably possible. Meetings which are otherwise scheduled shall entitle the unit member to be paid at the employee's regular rate of pay for such time meeting with the Employer except when the forty (40) hour week is exceeded in which case time will be paid at time and one-half.

I. Except as provided in Section J, overtime, when available, shall be offered to bargaining unit members in accordance with the following:

1. The overtime shall be in the employee's classification.

2. Overtime will be offered so that the overtime hours of employees in the same classification and building are as equal as possible.

3. Overtime shall not be offered if the overtime assignment conflicts with the bargaining unit member's regularly assigned hours.

4. Overtime includes offering bargaining unit members the opportunity to substitute for an absent bargaining unit member when there is no conflict between the bargaining unit member's regularly assigned hours and those of the absent bargaining unit member.

5. Overtime will be organized by the use of an overtime chart and will be offered to bargaining unit members on a rotating basis beginning with the most senior unit member.

6. Bargaining unit members assigned to more than one (1) building shall be offered overtime on a rotating basis within each of their assigned buildings. The opportunity for overtime in one (1) of the assigned buildings shall not adversely affect the bargaining unit member's opportunity for overtime in another assigned building.

7. When school is closed to students and there is work available for bargaining unit members, said work shall be offered on the basis of seniority with the most senior bargaining unit member being offered the time first.

8. It shall be the immediate supervisor's responsibility to distribute overtime and to inform all bargaining unit members of the status of the distribution of overtime within those classifications that he/she supervises.

9. Overtime work shall be voluntary.

10. For purposes of maintaining the overtime chart, the refusal of an offer of overtime shall be recorded as if it had been accepted.

J. It shall be the immediate supervisor's responsibility:

1. To distribute overtime/additional hours within the food services classification on a system-wide basis and to inform all bargaining unit members of the status of the distribution of overtime/additional hours. The distribution of overtime/additional hours shall otherwise be governed by the provisions of Section I. If no Food Service staff are willing to work hours which are outside of the school day such hours shall be assigned on a rotating basis starting with the least senior employee.

2. To distribute overtime/additional hours within the KIDS program on a rotation basis, by building, by seniority. Each school year, the assigning of overtime/additional hours will start with the most senior employee.

K. Cleaning days for the Food Service Classification shall include:

1. One (1) day before the first day of student instruction and one (1) day at the end of the instructional school year.

2. As designated by the Director of Food Services, two (2) other days during the instructional year.

L. Time and one-half will be paid for all hours worked in excess of forty (40) hours in any one (1) week. The calculation of hours to meet the forty (40) hour per week threshold will include actual time worked and will not include sick, personal or vacation time. Double time will be paid for all holidays worked.

M. A bargaining unit member reporting for "call-back" or "call-in" overtime duty shall be guaranteed at least two (2) hours of work at the rate of time and one-half. This does not apply to hours worked in conjunction with the regular work shift. Additionally, a bargaining unit member being called in to work outside their regular hours without prior notification shall be guaranteed at least one (1) hour of pay at their regular rate of pay.

N. Where applicable, a bargaining unit member reporting for emergency duty which is outside of his regular work period, shall be permitted to complete his regular shift as well.

O. Bargaining unit members shall exercise reasonable care for the school materials, equipment, and facilities assigned to them.

P. Where appropriate, the Employer shall assist and support the bargaining unit member with respect to the maintenance of control and discipline of students in connection with the bargaining unit member's assigned work.

Q. When school is closed for weather conditions, mechanical malfunctions and/or other emergencies, said days will be rescheduled in accordance with the collective bargaining agreement covering instructional staff so that the school district can provide the minimum number of days of instruction required by law or regulation or to receive full state aid. Ten (10) month bargaining unit members will be required to report for work on said rescheduled days at their regular rate of pay.

1. A bargaining member who is on paid leave when school is closed for the reasons stated above shall not be charged for said leave.

2. Secretarial bargaining unit members may report to work, use accumulated leave time, not including sick time, or take a day without pay when school is closed for reasons stated above. All remaining bargaining unit members may use accumulated leave time, not including sick time, or take a day without pay when school is closed for reasons stated above.

3. Bargaining unit members who report for work and are subsequently prevented from working because school has been closed to students for the above reasons, shall be compensated at their regular rate of pay for a minimum of one (1) hour.

4. Should the Employer notify twelve (12) month bargaining unit members that they are not to report for work, twelve (12) month bargaining unit members shall be paid at their regular daily rate of pay. Further, should the Employer release twelve (12) month bargaining unit members after they have reported for work, but prior to the close of the workday, twelve (12) month bargaining unit members who have reported shall be paid at their daily rate of pay.

5. All ten (10) month bargaining unit members shall be considered off work with pay for the first six (6) days cancelled due to conditions as outlined in this Article. All twelve (12) month bargaining unit members who are required to work shall receive the requisite number of hours added to their personal leave time. Should the number of forgiven days a district receives to meet the minimum number of days and hours of instruction required, currently six (6), be reduced by law or regulation a similar reduction will be reflected above.

R. A bargaining unit member who is injured during the course of his employment shall complete an Employee Injury Worker Compensation Form as soon as the nature of the injury permits. The injury shall be reported to the immediate supervisor (or designee) and shall receive directions to the District's current occupational health services provider unless the nature of the injury requires emergency care.

S. K.I.D.S. Assistants are required to work six (6) days during winter break and five (5) days during spring break, unless additional time off is granted by the immediate supervisor. Any additional time off during the aforementioned breaks shall be granted on a rotating basis.

ARTICLE 10
TRANSPORTATION EMPLOYEES

A. No later than the second Tuesday of August the transportation bargaining unit members shall meet with the Employer for the purpose of bidding on bus routes.

1. Bus routes shall be assigned based on seniority. Drivers will bid on the route of their choice on a seniority basis (senior driver bids first). A route shall consist of an elementary run and/or a secondary run. This does not include Kindergarten or Special Education bus runs.

2. Current bargaining unit members who are qualified shall have the first opportunity to fill vacancies which occur during the year on a seniority basis at an unpaid bid meeting scheduled by the transportation supervisor. All vacancies will be filled at that bid meeting. Should no current members wish to fill said vacancies, qualified bargaining unit members on the recall list shall be given the opportunity to fill vacancies before new employees are hired.

   Drivers shall be compensated for work performed during regular route preparation as follows:

3. A bus driver with 1-2 regular runs may receive compensation for up to two (2) regular runs and up to two (2) hours of wait time.

4. A bus driver with 3-4 regular runs may receive compensation for up to three (3) regular runs and up to three (3) hours of wait time.

B. Drivers who report for work and school is subsequently closed to students shall be compensated at their regular rate of pay for one (1) bus run.

C. All drivers shall complete the driver-training course as mandated by the State of Michigan or as required by the Employer.

1. Drivers shall be compensated for all hours in attendance at said training sessions as required by the State of Michigan or the Employer at the "waiting time" rate.

2. The Employer shall reimburse each driver for the cost of his commercial driver's license. Said reimbursement shall paid within one month of receiving driver's receipt.

D. Drivers shall not be required to perform major repairs on buses. Drivers will be responsible for the interior cleanliness of the bus, fueling, checking water and oil, road test (daily walk around) and other pre-trip or state inspections as outlined by the Employer, at seventy ($70) dollars per month.

   Drivers will be compensated for one (1) hour at the waiting time rate for washing the exterior of their buses provided they have received prior authorization from the Transportation Supervisor.

E. Special trips shall be assigned to drivers on a rotation basis in accordance with seniority. When the seniority list has been exhausted from top to bottom, the rotation process will be repeated.

1. For rotation purposes, a refused trip shall be recorded as if it had been accepted.

2. Should a driver return a special trip for any reason, the supervisor may offer the trip to the unassigned driver with the greatest seniority.

3. If all regular drivers refuse a special trip, substitute drivers may be used. If no drivers are available, it will be assigned to the least senior regular driver.

4. When a special trip is cancelled and the driver is not notified prior to the beginning of the trip, the driver shall be compensated for one (1) hour except that after 6 p.m. or on a weekend, the driver will be compensated for two (2) hours. The driver shall be added to the "canceled" list for the type of special trip (see paragraph E. of this article). The driver will have the right to bid first (in advance of the rotation list) for that type of trip at the next scheduled driver's bid meeting.

5. Unless a driver is already on duty, a driver assigned to a special trip shall be paid at a minimum of one (1) hour.

6. Except as noted in this subsection, a driver shall not be assigned to any special trip that requires the driver to miss any portion of his/her regularly assigned a.m. or p.m. route. If the drive time to the destination of a special trip is less than one (1) hour, a driver shall be allowed to be assigned to the portion of the special trip that does not conflict with the driver's regular run (trip to or return from a special trip) on the following conditions:

   a. Substitutes shall be used to transport students to or from the special trip.

   b. The regular driver will be paid the special trip rate for driving to or from the special trip destination and transporting students to or from the special trip.

   c. The Employer shall have the right to determine the amount of waiting time by determining the time that the regular driver departs to or from the destination of the special trip.

7. When drivers are required to buy fuel, oil, etc., on a special trip, the Employer will, at the request of the driver, furnish said driver with sufficient cash to cover the anticipated expense or make other arrangements satisfactory to the Employer and driver. Drivers are required to obtain sales slips for all purchases and to turn these in to the Employer promptly.

8. In addition to the foregoing, drivers will be reimbursed for any Employer-required expenditures that are incurred while working a special trip.

9. A driver working on a special trip of three (3) or more hours and which extends before and after a meal time will be reimbursed an amount not to exceed $15.00 upon presentation of a receipt. Generic receipts are not acceptable.

10. Meals will be reimbursed under any one (1) of the following conditions:

    a. When a special trip requires that the driver stay overnight.
    b. When the trip itinerary includes a group meal.
    c. It is understood that a driver working on a special trip is entitled to a meal and reimbursement when the trip starts before and extends through a mealtime.
    d. Standard meal times are 7 a.m., 12 noon, and 6 p.m.

11. A driver assigned to a special trip or a vocational trip shall be eligible for waiting time pay except that the Employer reserves the right to determine whether a driver will wait or will return the bus to the District.

12. The special trip rate shall be as established in Appendix A.

F. Sports trips, day trips, Saturday and Sunday trips shall be posted as four (4) separate listings. A late-added list for each type of trip shall be created when special trips are added after all special trips have been posted and bid at the scheduled drivers bid meeting. Said trips shall be assigned in accordance with Section D of this Article except that each listing shall be governed by its own seniority rotation list.

G. Should a driver be deemed uninsurable as a result of traffic violations or other infractions under the District's fleet insurance policy, or should a driver's driving record be such that the Board will incur an increase in insurance premium for the driver, such driver may be placed on an unpaid leave without benefits until such time as he/she is again insurable or insurable without an increased insurance premium.

   In the interim, such bargaining unit member may, at the District's option be offered the first opportunity to substitute in the non-instructional assistants and custodial classifications.

H. If a kindergarten run consists of a pick-up and a take-home of students, the driver will be paid the greater of:

    1. The kindergarten run rate set forth in Appendix A or 2. An amount determined by multiplying the time it takes for the run by the special trips rate in Appendix A.

ARTICLE 11
SERVICES TO STUDENTS WITH A HANDICAP

A. Before any bargaining unit member shall be directed to participate in an Individual Educational Planning Committee (IEPC) meeting, he/she shall be provided with specific in-service training regarding the IEPC processes and the roles and responsibilities of the member and other participants in the IEPC.

B. On a case-by-case basis, the Board will determine what training and other support should be provided to bargaining unit members who provide transportation and other related services to students with a handicap. The Board shall also determine whether special transportation equipment, such as lifts, etc., should be installed on the bus and whether a transportation aide should be hired and assigned to the bus.

C. When a bargaining unit member is assigned or has the responsibility for a student with a handicap whose Individualized Education Plan (IEP) requires special education programs or services, the bargaining unit member shall not be expected to perform emergency or routine scheduled maintenance on a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render emergency or routine scheduled care or maintenance of exceptional bodily functions related to the student's impaired health insofar as such care or maintenance is necessary for the sustaining of the student's life, unless appropriate training is provided to the bargaining unit member.

1. The general restriction in Section C shall not be interpreted as applying to such routine functions as diapering, toileting, cleansing, distribution of medication, feeding, etc.

2. Laws requiring or allowing certain medically related procedures to be performed only under the supervision of a medical doctor or registered nurse will be satisfied.

3. Prior to the performance of any of the functions designated in Section C, the bargaining unit member shall be appropriately trained by a qualified medical doctor, registered nurse, or health professional in each of the functions he/she will be expected to perform. The medical doctor, registered nurse or health professional shall determine what written instructions should be provided to the bargaining unit member.

4. If a bargaining unit member is assigned to perform any of the functions designated in Section C, he/she will be trained and paid the appropriate hourly rate for training time. If the bargaining unit member is to be trained off site, appropriate and pre-approved expenses, including mileage, shall be reimbursed. The Board will be responsible for the actual cost of the training.

ARTICLE 12
BARGAINING UNIT MEMBER EVALUATION

A. Evaluation is for the purposes of fostering the self-improvement of bargaining unit members and setting forth the procedure by which bargaining unit member effectiveness will be measured by the Employer. It is the intent of the Employer to take action where necessary to assure an acceptable level of performance as determined by the Employer.

B. New employees hired into the bargaining unit shall serve a probationary period of sixty (60) working days.

1. All probationary bargaining unit members shall be evaluated at least once prior to the completion of the probationary period in accordance with the provisions of this Article.

2. The probationary period for newly-hired employees may be waived upon mutual consent between the Superintendent and the Association President or their designees.

3. For the purpose of probation, the term “days” shall mean actual workdays and do not include paid or unpaid leave days or holidays.

C. Upon the Board's approval of a final evaluation instrument and upon initial employment, the bargaining unit member shall be given a copy of the instrument with which he will be evaluated. The Association shall have the opportunity to submit its written recommendations with regard to the content of the evaluation instrument to the Employer through its President.

D. Except as provided in Section B.1 of this Article, bargaining unit members will be evaluated at least once in each two (2) year period.

E. All evaluations shall be in writing with a copy provided to the bargaining unit member in a manner that is confidential.

1. A conference will be held within ten (10) workdays after each evaluation to discuss the contents of the written evaluation. The conference will be conducted in a private work setting to maintain confidentiality.

2. The bargaining unit member shall sign the evaluation. His signature shall not be interpreted to mean that he necessarily agrees with the content of the evaluation, but that he has reviewed it.

3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if he chooses.

4. All written evaluations shall be placed in the bargaining unit member's personnel file.

F. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member in writing.

G. It shall be the Employer's responsibility to evaluate the work performance of members of the bargaining unit. It is agreed that no bargaining unit member shall be requested to observe and/or subsequently to evaluate the work performance of any other bargaining unit member.

H. It is understood that the content of bargaining unit member evaluations is not subject to the grievance procedure.

I. Whenever the Employer believes that a bargaining unit member is doing unacceptable work, the bargaining unit member will be directed as to how to meet the Employer's standards.

J. Except when discharge is being initiated, should the supervisor find a bargaining unit member's work performance lacking, the supervisor shall provide the bargaining unit member with a written plan for improvement in accordance with the following:

1. The supervisor shall conduct a conference with the bargaining unit member.

2. The supervisor shall identify in specific terms, the work performance in need of improvement.

3. The supervisor shall state the specific actions that would correct or improve the work performance.

4. The supervisor shall state the specific assistance to be given by the administration.

5. The supervisor shall establish a reasonable/appropriate time line for improvement.

6. The supervisor shall state the specific outcomes for failure to improve.

ARTICLE 13
VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy shall be defined as a newly created position or a present, unoccupied position which the Employer intends to fill.

B. A vacancy shall be posted in each building for a minimum of five (5) working days before the position is permanently filled. Vacancies may be filled on a temporary basis, but for no more than thirty (30) working days except as mutually agreed otherwise between the Employer and the Association. After the first thirty (30) days, the temporary position will receive the regular rate of pay for the job being worked.

C. Interested bargaining unit members may submit a written application for a vacancy to the Superintendent, or his designee, within the five (5) day posting period.

D. Any bargaining unit member may apply for a posted vacancy. If the qualifications of the applicants are determined by the Employer to be substantially equal, the most senior internal applicant will be awarded the position. The determination of qualifications may include testing of applicants. Any testing instrument will be reviewed with the Association. Should no qualified bargaining unit member in the classification apply consideration will be given to an applicant from a different classification. If a non-bargaining unit member is hired rather than an applicant from a different classification, upon request the reason(s) will be given.

   1. Seniority shall be determined on a classification by classification basis and shall be defined as the length of continuous employment in a particular classification within the bargaining unit. The classifications are the eight (8) classifications identified in Appendix A.

   2. Qualifications shall be defined as possessing the skills required to do the job as listed on the job posting and as outlined in the job description.

   3. If a vacancy is to be filled with a bargaining unit member on layoff status, the Employer shall not post the position.

   4. Within ten (10) working days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant from within the bargaining unit shall be so notified.

E. A bargaining unit member may occupy more than one (1) bargaining unit position provided that the hours of work and the position requirements do not conflict with one another. In no case will the hours total more than forty (40) hours per week.

1. The rate of pay for each position shall be in accordance with the appropriate rate as set forth in Appendix A of this Agreement.

2. The bargaining unit member's entitlement to fringe benefits shall be governed by the provisions of Article 18 of this Agreement.

F. In the event of promotion, i.e., to a "head" position or, transfer from one classification to another, the bargaining unit member shall be provided a fifteen (15) workday trial/probationary period in which to demonstrate his/her ability to perform on the new job. Said trial period shall not include paid leave workdays. The trial/probationary period will allow:

1. The employee the right to return to their previous position.

2. The employer the right to return the employee to their previous position based on the unsatisfactory performance of the job duties.

3. Permanent assignment to the position based on the satisfactory performance of the job duties.

During the trial/probationary period, a bargaining unit member substitute may be employed in the assignment that the bargaining unit member is vacating.

The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform to the Employer's standards.

During the trial/probationary period, a bargaining unit member will receive the pay rate of the job he/she is performing.

G. Responsibility for filling any vacancy rests with the Employer.

H. When a position is eliminated and is later reinstated, the bargaining unit member whose position was eliminated shall be offered the job provided the bargaining unit member has expressed his/her interest in writing prior to or during the posting period, and provided further, that he/she remains qualified for said position.

I. The Board reserves unto itself the right to transfer and assign bargaining unit members; however, the bargaining unit member transferred or reassigned shall be provided with a written statement of the reasons which necessitated the transfer or reassignment.

J. The District agrees to minimize involuntary transfers and assignments. In situations where a bargaining unit member’s transfer or reassignment will work an undue hardship upon such bargaining unit member, the Employer agrees to give due consideration to the desires of the bargaining unit member.

K. Supervisory positions shall be posted in accordance with the provisions of this Article.

1. Any qualified bargaining unit member may apply for such position by submitting a written application.

2. The Employer will give all due consideration to qualified applicants from within the bargaining unit.

3. Upon confirmation by the Board, each applicant who is a member of the bargaining unit shall receive written notice of the Employer's decision.
4. The failure to award a bargaining unit member a supervisory position shall not be subject to the grievance procedure.

L. Proposed changes to job descriptions by the District shall be sent to the Association President or designee. The President or designee shall be provided at least ten (10) working days to review the changes and respond to the District.

ARTICLE 14
SENIORITY, LAYOFF AND RECALL

A. Seniority shall be determined on a classification by classification basis and shall be defined as the length of continuous employment in a classification within the bargaining unit. Seniority shall accrue from the first day of work within the particular classification. Should two (2) or more bargaining unit members share the same, first day of work, relative rankings on the seniority list shall be determined by the bargaining unit member whose last name occurs first, second, etc. alphabetically. Should a bargaining unit member's last name change during the course of employment, such change shall be noted on the seniority list, but shall not change his/her relative ranking on the seniority list.

1. Only members of the bargaining unit shall accrue seniority within the unit. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.

2. A bargaining unit member who changes from one classification to another shall have seniority determined as follows:

   a. Seniority accrued within the vacated classification shall be retained by the bargaining unit member, but shall not continue to accrue.

   b. Seniority in the new classification shall accrue as of the first day of work in the new classification.

   c. Seniority which has accrued to the bargaining unit member as a result of his employment in any classification, may be used to claim a position, pursuant to Section C.4.e. of this Article, within any of said classification(s).

3. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his first day of work.

4. A bargaining unit member who has been laid off, whether in full or in part, shall have seniority frozen for the position in layoff status.

5. Unpaid leaves of absence shall not constitute an interruption in continuous employment; however, seniority shall not continue to accrue but shall be frozen until the unit member returns to a position within the bargaining unit.

6. Days worked in a non-bargaining unit position shall not be used for seniority purposes or for establishing a date of hire within the bargaining unit.

7. Should a bargaining unit member transfer to a non-bargaining unit position with the DeWitt Public Schools, seniority shall not continue to accrue; however, the unit member shall have his seniority frozen until such time as he may return to the bargaining unit.

8. Seniority shall be lost should the employee resign, retire or be discharged.

B. The Employer shall prepare and maintain the seniority list, a copy of which shall be available electronically by October 15 each year. Notice shall be sent to each bargaining unit member that the list is available for viewing. Should a bargaining unit member disagree with the seniority list, he/she shall have twenty (20) workdays to challenge the seniority list through the Grievance Procedure.

C. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its staff. The procedures set forth in this Article shall be used in laying off personnel.

1. Layoff shall be defined as a reduction in the work force, but shall not include the normal and temporary reduction of ten (10) month employees during the summer months.

2. Before the Employer takes official action to reduce or lay off staff, it will notify the Association.

3. Bargaining unit members to be laid off shall be provided with written notice at least ten (10) days prior to the effective date of said layoff.

4. If it becomes necessary for a layoff, the following procedures shall apply:

   a. All temporary employees within the classification being reduced shall be laid off first unless there are no qualified probationary or non-probationary bargaining unit members to perform the work.

   b. Should further reduction be necessary, probationary bargaining unit members within the classification being reduced shall be laid off unless there is no qualified non- probationary bargaining unit member to perform the work.

   c. If the reduction of personnel is still necessary, then regular bargaining unit members in the specific positions being reduced or eliminated, shall be laid off on the basis of seniority; provided another bargaining unit member in the same classification is qualified and available to perform the work. Thereafter, layoffs pursuant to this section shall be in inverse order of seniority, i.e., those with the least seniority in the classification being reduced will be laid off first.

d. Bargaining unit members whose positions have been eliminated shall be notified of such elimination.

e. Bargaining unit members whose positions have been eliminated or who have been affected by a layoff shall have the right to displace the least senior bargaining unit member in an equivalent position for which they are qualified in the same classification or another classification in which the bargaining unit member has seniority.

f. Laid off bargaining unit members who are qualified for a vacancy in a classification in which they have seniority or a newly created position in a classification in which they have seniority shall be offered such positions before new employees are hired.

g. For purposes of this Agreement, qualifications shall be defined as possessing the skills and requirements as listed on the job description and the job posting.

D. Recall from layoff status shall be made on the basis of seniority within the classification being filled (i.e., the more senior bargaining unit member will be recalled first), except where the senior bargaining unit member lacks the necessary qualifications to perform the duties of the vacant position.

1. Notice of recall shall be sent by certified restricted delivery mail addressed to the bargaining unit member's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report for work.

2. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

3. A recalled bargaining unit member shall have seven (7) calendar days from receipt of notice of recall to make himself/herself available for work unless an extension is granted by the Employer. If after the customary fifteen (15) calendar day U.S. Postal Service waiting period, the notice of recall is returned by the U.S. Postal Service as undeliverable, then the bargaining unit member shall forfeit his/her seniority and employment rights and shall be conclusively deemed to have voluntarily quit.

4. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work provided the unit member reports within the above seven (7) day period.

5. Bargaining unit members who are offered a position equivalent to that occupied at the time of notice of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which he is qualified shall forfeit his seniority and employment rights under this Agreement.

6. The recall list shall be maintained by the Employer for a period not to exceed two (2) years from the effective date of the layoff. Thereafter, a bargaining unit member shall lose his right to recall.

E. Equivalent is defined as an employee working a number of hours within one half (1/2) hour more than their previous assignment or the same number of hours as their previous assignment.

ARTICLE 15
LEAVES OF ABSENCE

A. At the beginning of each contract year, each bargaining unit member shall be credited with ten (10) or twelve (12) days of sick leave whichever is applicable (10-month secretaries working two weeks before school and two weeks after school will be credited with 11 days of sick leave), the unused portion of which shall accumulate from year to year without limit. The leave available under subsections A-2 and A-8 are part of the ten (10), eleven (11), or twelve (12) days of sick leave.

1. A bargaining unit member may use all or any portion of his sick leave to recover from his own illness or injury including child birth. The Employer reserves the right to request a doctor's written verification of illness or injury from the bargaining unit member's physician.

2. A bargaining unit member shall be allowed to use accumulated sick leave for illness or injury of a member of the immediate family. Immediate family shall be defined as parents, sisters, brothers, children, sons-in-law, daughters-in- law, spouse, parents-in-law, grandchildren, grandchildren-in-law, grandparents, and grandparents-in-law. Significant others as determined by the Superintendent may be considered immediate family as well.

3. A bargaining unit member absent from work because of lice or a childhood disease (i.e. mumps, scarlet fever, measles, chicken pox) shall suffer no loss of sick days or compensation if it has been determined to have been contracted from a student or staff member in the District. This section is intended to cover the duration that an individual would normally be expected to be absent as a result of the aforementioned diseases and shall not apply in the unlikely event that a bargaining unit member suffers a long-term disability as a result of such a disease. A doctor’s slip may be requested.

4. A bargaining unit member whose illness or injury is compensable under the Worker Compensation Act shall be entitled to use his accumulated sick leave on a pro-rata basis to make up the difference between Worker Compensation benefits and his regular daily rate of pay; provided, however, that this differential is not determined by a court or administrative agency of competent jurisdiction to be a required offset under Section 354 of the Worker Compensation statute.

5. Sick leave which was earned prior to an unpaid leave of absence shall be held in reserve pending the bargaining unit member's return.

6. A bargaining unit member who is absent due to an injury incurred during the course of his/her employment and such injury is compensable under the Worker Disability Compensation Act of 1969, as amended shall be considered to be on unpaid leave except to the extent that the bargaining unit member utilizes accumulated paid sick leave on a pro rata basis pursuant to Section A.3. above.

7. The employer will take reasonable steps to accommodate an injured bargaining unit member who is returned to work under a medical restriction. This shall not be construed as requiring the employer to make accommodations that would present undue burdens or hardships upon the employer.
   a. The bargaining unit member shall notify his immediate supervisor of any such injury immediately, if able. If the bargaining unit member is unable to notify the immediate supervisor at the time of the injury, the immediate supervisor or other representative of the Employer shall be notified as soon thereafter as possible.

   b. A bargaining unit member who qualifies for Worker Compensation shall, on the eighth (8th) calendar day of disability, be entitled to use his accumulated sick leave on a pro-rata basis to make up the difference between Worker Compensation and his daily rate of pay.

   c. Notwithstanding the provisions of Section A.3. and A.6., a bargaining unit member who qualifies for Worker Compensation shall be entitled to receive not more than his regular daily rate of pay.

   d. The Employer's obligations as provided herein shall expire with the exhaustion of the bargaining unit member's accumulated sick leave or, upon medical certification that the bargaining unit member can return to work without restrictions whichever shall occur first.

8. If a bargaining unit member uses none of his/her annual sick leave allowance as provided in Section A above, during his/her regular work year, the bargaining unit member shall be paid a bonus of one (1) additional day's pay at his/her regular rate of pay. Payment will be made no later than June 30 of that work year. Use of Business Leave will not be considered in determining eligibility for this bonus.

9. At the beginning of each contract year, the bargaining unit member who works twenty (20) or more hours during the work week shall have five (5) days of their annual sick leave transferred into personal leave. At the beginning of each contract year, the bargaining unit member who works at least ten (10) hours but less than twenty (20) hours during the work week shall have four (4) days of their annual sick leave transferred into personal leave. At the beginning of each contract year, the bargaining unit member who works one (1) to less than ten (10) hours during the work week shall have two (2) days of their annual sick leave transferred into personal leave. Bargaining unit members who are hired during the year shall receive a prorated portion of business leave. At the end of each contract year, any unused portion of personal leave shall be transferred back into the bargaining unit member’s sick leave.

   a. Personal leave is to be used only for purposes which require the bargaining unit member's absence to attend to matters which cannot be conducted except during his normal working hours.

   b. Personal/Sick leave may not be used immediately prior to or immediately after any holiday, vacation period or the first or last day of the school year. The Superintendent, or his agent, may, at his discretion, make exceptions to the above should an emergency arise.

   c. No more than two (2) consecutive leave days may be taken at one time. Exceptions may be made by the bargaining unit member’s supervisor.

d. An Absence/Substitute form must be submitted by the applying bargaining unit member. A bargaining unit member planning to use personal business day(s) shall notify his immediate supervisor at least three (3) days in advance except in case of emergency as determined by the supervisor.

e. The Absence/Substitute Form is attached hereto as Appendix C.

B. Bargaining unit members shall be granted up to five (5) days of leave for a death in the immediate family.

1. Immediate family shall be defined as the bargaining unit member's children (including sons-in-law and daughters-in-law), spouse, siblings, grandparents, grandchildren, parents and parents-in-law. Two (2) days shall be granted for brothers-in-law, sisters-in-law, grandchildren-in-law, and grandparents-in-law. Significant others as determined by the Superintendent may be considered immediate family as well. Additional bereavement leave may be deducted from the sick bank of the bargaining unit member up to maximum of five (5) additional days per occurrence.

2. Upon the bargaining unit member's request, the Superintendent may, at his/her discretion, extend the leave period.

3. Unused days for death in the immediate family in this section shall not accumulate from year to year.

C. A bargaining unit member who serves on jury duty will be paid the difference between his regular pay and the juror fee provided proof of service is submitted. Such service shall not be charged against sick leave or vacation time.

D. Leaves of absence without pay or benefits not to exceed one (1) year may be granted upon written request to the Superintendent and with the approval of the Employer.

E. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment with the Board as a permanent employee except in cases of health, childbirth, or military leaves. One (1) school year will meet the one (1) year requirement for those bargaining unit members scheduled to work the school year only.

F. Reasons for leaves of absence are as follows:

1. Upon written request to the Superintendent, a bargaining unit member shall be granted a leave of absence for the purpose of child birth.

a. A request for leave shall be submitted at least thirty (30) calendar days prior to the anticipated leave date.

b. Upon request from the bargaining unit member, the leave period will be extended provided that the entire leave period shall not exceed one (1) year.

2. Upon the recommendation of a physician, an unpaid health leave for up to one (1) year may be granted for prolonged illness in the immediate family (spouse or children or bargaining unit member).

3. Leaves for other purposes may be granted at the discretion of the Board upon written request. Unpaid leaves of absence of up to two (2) weeks may be approved by the Superintendent when authorized by the Board of Education.

4. Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Employer may, at the written request of the Association, receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter. An extension of such leave, not to exceed one (1) year, may be approved by the Superintendent.

5. Bargaining unit members who are members of some branch of the Armed Forces, Reserve, or the National Guard will be allowed time off without pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service is submitted. A maximum of two (2) weeks per year shall be allowed.

G. General Leave Provisions

1. Except as provided in Section A of this Article, paid leave days shall not accumulate from year to year.

2. Bargaining unit members using paid leave for illness or injury purposes shall use the following procedure:

   a. Custodians, secretaries, and assistants shall notify the building administrator or other administrator designated by the Employer.

   b. Bus drivers shall notify the Director of Transportation or other administrator designated by the Employer.

   c. Cafeteria employees shall notify the cafeteria supervisor or other administrator designated by the Employer.

   d. Bargaining unit members shall give reasonable and timely notice of unavailability as prescribed by the above supervisors.

3. A bargaining unit member may transfer up to five (5) vacation days or one (1) personal business day each year for use as sick leave by another bargaining unit member who has exhausted all of his/her accumulated sick leave and has not returned to work.

   a. A day shall be defined as the bargaining unit member's regularly assigned hours of work.

   b. Transfers of time shall be made on an hour for hour basis. (For example: If a bargaining unit member's regular day is four (4) hours, then four (4) hours would be applied as sick leave to another bargaining unit member whose regular day is more than four [4] hours.)

c. Authorization to transfer vacation and/or personal business leave shall be in writing as provided in Appendix D.

4. A bargaining unit member who has used all of his accumulated sick leave and/or personal business days and who terminates his employment before the end of said year, shall reimburse the Employer for any days used which are in excess of those earned. The employer shall have the right to obtain this reimbursement through payroll deduction.

5. Bargaining unit members on leave for health reasons must either return, resign, or request a special extension for a maximum of one (1) additional year. When a bargaining unit member's health permits his/her return, he/she shall notify the Superintendent in writing and submit a statement from a physician of his fitness for work. In the event there is a question as to the bargaining unit member's fitness to return to work, the Board has the right to request an examination at Board expense.

6. Requests for an unpaid leave of absence shall include the reason for the leave together with an identification of the beginning and ending dates of said leave.

7. A bargaining unit member returning from a leave of absence of sixty (60) calendar days and less shall be required to notify the Board in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.

8. Bargaining unit members wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing at least twenty (20) working days prior to the date of his/her return. A bargaining unit member who is requesting an extension of his/her leave or who is submitting his/her resignation must do so, in writing, at least twenty (20) working days prior to his/her date of return. The bargaining unit member will be considered as terminating his/her employment with the District if the above procedure is not followed.

9. A bargaining unit member returning from an approved, unpaid leave of absence, except as noted in Section 10 below, shall be reinstated to his former position if it is available. If it is not available, the bargaining unit member shall be reinstated to the first available position that is comparable to the one vacated by the bargaining unit member.

10. Upon return from an unpaid leave of absence for maternity or health reasons, the bargaining unit member shall be reinstated to his/her former position or to a comparable position for which he/she is qualified.

11. Seniority which was earned prior to an unpaid leave of absence shall be held in reserve, but shall not continue to accrue, pending the return of the bargaining unit member.

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 group 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 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. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 16
HOLIDAYS AND VACATION TIME

A. Bargaining unit members will receive paid holidays per Holiday Chart in Appendix E.

1. When a holiday occurs on Sunday, it will be observed on the following Monday. When the holiday occurs on Saturday, it will be observed on the proceeding Friday.

2. In order to receive holiday pay, bargaining unit members will work the workday preceding and the workday following the holiday provided they are normally scheduled for work on said days except as provided in Section 3 below.

3. A bargaining unit member who is on a paid leave of absence or on vacation prior to or immediately following a holiday shall be an exception to Section 2 above.

4. When a holiday is observed while a bargaining unit member is on a paid leave or on vacation, the day shall be charged as a holiday and the bargaining unit member shall suffer no loss of leave time or vacation time.

5. When a holiday is observed while a bargaining unit member is on vacation, the vacation period may, at the bargaining unit member's option, be extended by one (1) day.

6. All holiday hours worked or not worked for which a bargaining unit member is compensated shall be regarded as hours worked for purposes of computing overtime.

7. All bargaining unit members who work on any of the aforementioned holidays shall receive their regularly assigned number of hours at the applicable rate of pay.

B. Vacation time for twelve (12) month bargaining unit members shall be computed from each bargaining unit member's last date of hire and shall be credited on his anniversary date.

When a bargaining unit member qualifies for additional vacation time as listed below, he shall be credited with a prorated portion of the new amount of earned vacation. Said vacation time shall be available for the bargaining unit member's use as of his anniversary date and through the end of the fiscal year. On July 1 immediately following his anniversary date, the bargaining unit member shall be credited with the full amount of new vacation time earned.

1. After one (1) year and through five (5) years of employment with the District, the twelve (12) month bargaining unit member shall be credited with ten (10) days of paid vacation.

2. Beginning with the sixth (6) year and through fifteen (15) years of employment with the District, the twelve (12) month bargaining unit member shall be credited with fifteen (15) days of paid vacation.

3. Beginning with the sixteenth (16) year and through twenty (20) years of employment with the District, the twelve (12) month bargaining unit member shall be credited with eighteen (18) days of paid vacation.

4. Beginning with the twenty-first (21) year and through twenty-five (25) years of employment with the District, the twelve (12) month bargaining unit member shall be credited with twenty (20) days of paid vacation.

5. Beginning with the twenty-sixth (26) year and every year thereafter, the twelve (12) month bargaining unit member shall be credited with one (1) additional day of vacation each year for each additional year of service up to a maximum of twenty-five (25) days.

C. All requests for vacation shall be submitted to the immediate supervisor at least two (2) weeks in advance of the intended use of vacation time. Should more than one (1) bargaining unit member request the same vacation dates at a time when the schedule of work prohibits all of the requesting unit members from being absent at the requested times, the written request with the earliest date shall be granted provided that such does not adversely affect the operation of the District.

D. A bargaining unit member shall receive his regular rate of pay and credit for all fringe benefits provided under this Agreement during any vacation period.

E. Should a bargaining unit member be laid off or retired, he/she shall receive credit for any unused vacation time through his/her last day of work.

F. Vacation days may not be used in advance of earning same.

G. An employee may carry over up to five (5) vacation days from one year to the next. However, an employee may not build up a total of more than five (5) additional vacation days beyond what the employee would otherwise be eligible for in a given year.

ARTICLE 17
COMPENSATION

A. Special Needs Assistants may be eligible for a maximum payment of up to $200 annually, prorated for partial months of service, for the following:

   1. CPI certified as part of their direct responsibilities in working with a special needs student

      and/or

   2. Personal care services on a routine basis as part of the student's IEP plan. Personal care services may include: toileting, mobility (ambulation/transferring), redirection and intervention for behavior, and hands on cueing for health related functions (i.e. glucose testing or catheterization). Personal care services must be documented through monthly logging of such services in order to be eligible for the annual payment.

   Special Needs Assistants assigned a special needs student to perform these additional duties must be approved by the Director of Special Education and Special Services and the Human Resources Department to be eligible for the payment, which will be made in June.

B. The salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated into this Agreement.

   1. Food service personnel employed for a special function which is conducted after regular work hours will be paid a $.25 per hour shift premium.

C. The probationary rate of pay for employees hired after ratification of this Agreement by both parties shall be in accordance with the following:

   1. During the probationary period, the rate of pay shall be the regular hourly rate set forth at Appendix A.

   2. If a bargaining unit member switches classifications during the probation period, a new probation period shall commence. However, the regular rate of pay shall be calculated using the original date of hire in the preceding classification.

D. The Employer shall continue to pay the retirement contribution it is obligated to pay by the Michigan Public School Employees Retirement Act.

E. Bargaining unit members who are required in the course of their work to drive their personal automobiles shall be reimbursed for mileage at the rate allowed by the IRS.

F. Any bargaining unit member who is required by their supervisor to attend a professional development session that is not a part of certification or recertification shall receive their applicable hourly rate of pay up to twenty (20) hours per school year.

G. All hours worked during non-school days will be paid at the employee's regular rate of pay (See Appendix A).

H.

Longevity	2025-26	2026-27	2027-28 and beyond
8-10 years:	$1,000	$1,100	$1,200
11-15 years:	$1,500	$1,700	$1,800
16-20 years:	$2,000	$2,200	$2,400
21-30 years:	$2,500	$2,700	$2,900
31+ years:	$2,700	$2,900	$3,100

Longevity is defined as having continuous uninterrupted service in the District as a DESPA member. The longevity payment will be paid on the first pay period in December.

I. All employees are expected to participate in direct deposit of all compensation and access personal payroll information electronically.

ARTICLE 18
INSURANCE

A. For the term of this Agreement and upon application, the Board shall provide the bargaining unit member who works eight (8) hours a day the bargaining unit member's designation of one (1) of the following insurance programs for the member and his/her eligible dependents. The Board will make a Section 125 Plan available to the employee. Bargaining unit members may change plans only during the open enrollment period.

Effective July 1, 2025, the annual Board health contribution, including applicable assessments, taxes and fees, for eligible bargaining unit members shall not exceed $21,049.85 for family coverage, $16,141.28 for individual and spouse or individual plus one non-spouse dependent coverage, and $7,718.26 for single subscriber coverage.

Effective July 1, 2026, the annual Board health contribution, including applicable assessments, taxes and fees, for eligible bargaining unit members shall not exceed $21,660.30 for family coverage, $16,609.38 for individual and spouse or individual plus one non-spouse dependent coverage, and $7,942.09 for single subscriber coverage.

Effective July 1, 2027, the annual Board health contribution, including applicable assessments, taxes and fees, for eligible bargaining unit members will be adjusted to the limits as outlined in the "Public Employer Contributions To Medical Benefit Plans Annual Cost Limitations – Calendar Year 2027" as prepared by the State of Michigan Department of Treasury for family coverage, individual and spouse or individual plus one non-spouse dependent coverage, and single subscriber coverage.

Effective July 1, 2028, the annual Board health contribution, including applicable assessments, taxes and fees, for eligible bargaining unit members will be adjusted to the limits as outlined in the "Public Employer Contributions To Medical Benefit Plans Annual Cost Limitations – Calendar Year 2028" as prepared by the State of Michigan Department of Treasury for family coverage, individual and spouse or individual plus one non-spouse dependent coverage, and single subscriber coverage.

Effective July 1, 2029, the annual Board health contribution, including applicable assessments, taxes and fees, for eligible bargaining unit members will be adjusted to the limits as outlined in the "Public Employer Contributions To Medical Benefit Plans Annual Cost Limitations – Calendar Year 2029" as prepared by the State of Michigan Department of Treasury for family coverage, individual and spouse or individual plus one non-spouse dependent coverage, and single subscriber coverage.

The Board will pay 100% of the dental and vision premiums for eligible bargaining unit members.

1. Plan A

   Blue Cross Blue Shield of Michigan
   $20,000 Life Insurance with AD & D
   Dental Plan at 50 percent coverage for full family
   Long Term Disability Insurance as specified in Section B of this Article
   Vision Plan – VSP 2

2. Plan B

   $20,000 Life Insurance with AD & D
   Dental Plan as specified in Plan A
   Long Term Disability Insurance as specified in Section B of this Article.

   $190 per month to be applied to the cost of Vision Care, VSP-2. Any remaining balance may be applied toward the cost of an annuity and/or any MESSA non-taxable variable options.

   Should the bargaining unit member be covered by vision insurance through a spouse, he/she may waive his/her right to the same in which case the monthly amount shall be applied as set forth above.

B. The Employer agrees to provide for those bargaining unit members eligible for long term disability, a long term disability plan on the basis of 66 2/3 percent regular weekly wages. Benefits will begin on the 46th calendar day of disability, and will continue according to the rules and conditions of the carrier chosen by the Employer. The full premium will be paid by the Employer.

C. The Board shall provide all bargaining unit members who work six (6) hours, but less than seven (7) hours a day with $110 per month. The Board shall provide all bargaining unit members who work seven (7) hours, but less than eight (8) hours a day with $190 per month. Payments may be received in cash (subject to all relevant payroll taxes); applied towards an annuity; applied towards the purchase of MESSA variable options; or applied towards the purchase of an insurance package offered by the District, provided that the bargaining unit member is not eligible to receive a benefit from Section A of this Article. (Employee may elect to participate in a pre-tax qualified Section 125 Plan which the Board will make available to the employee.)

D. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his/her fringe benefit coverage through the Employer by paying the monthly group premiums in advance.

   1. The following events shall entitle the bargaining unit member to continue his fringe benefits:

      a. Termination of one's employment whether voluntarily or involuntarily except when such termination is for gross misconduct.

      b. Reduction of one's hours whether voluntarily or involuntarily.

c. Divorce or separation of spouses and their dependents.

d. Spouses of Medicare, eligible employees and their dependents.

e. Surviving spouses of eligible employees and their dependents.

f. Dependent children who cease to be covered as dependents under the plan.

2. Benefits can be continued for eighteen (18) months in the event of termination or a reduction in hours.

3. Benefits can be continued for thirty-six (36) months in the event of the employee's death, legal separation or divorce, when the employee qualifies for Medicare and/or when a dependent no longer qualifies for coverage under the plan.

E. Pursuant to the provisions of Section D a bargaining unit member who has qualified for long term disability benefits shall be entitled to continue his health insurance coverage through the Employer by paying the monthly group premiums in advance.

F. To be eligible for the above coverage (or increase in coverage), bargaining unit members must be able to perform a one day at work requirement before benefits are effective. Further, to be eligible for the above coverage, the minimum work hour requirement must be served in a single employment classification. Hours worked in more than one employment classification cannot be added or combined in order to meet the minimum work hour requirement to be eligible for insurance benefits. A bargaining unit member who works 30 or more hours per week, but does not meet the minimum work hour requirement due to working in multiple employment classifications, may purchase, at the member's cost, insurance through the District.

G. New employees shall be eligible for Board-paid insurance premiums upon acceptance of a written application form and being enrolled for coverage by the insurance carrier(s) on the first day of the month following the month they commenced work provided they qualify for said coverage as set forth herein.

H. Should both spouses be employed in a bargaining unit position and both qualify for insurance benefits as set forth herein, one will be eligible to select Plan A and the other will be eligible to select Plan B.

Changes in family status shall be reported by the bargaining unit member to the personnel office within thirty (30) days of such change. The bargaining unit member shall be responsible and subject to payroll deduction for any overpayment of premiums made by the Board on his/her behalf for failure to comply with the provisions of this paragraph.

I. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s).

J. The Board shall name the carrier for the insurance benefits provided in this Article. Reference to Blue Cross Blue Shield of Michigan shall not preclude the Board from engaging in competitive bidding of health insurance and substituting a different health insurance policy or program so long as it is substantially or approximately equivalent. Carrier can only be changed annually prior to the open enrollment period unless mutually agreed upon.

K. Bargaining unit members who have Board-provided term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any bargaining unit member electing his/her right of conversion in order to keep his/her term life insurance in force must contact the insurance carrier within thirty-one (31) days of the last day of work. This provision is subject to approval by the insurance carrier.

ARTICLE 19
RETIREMENT AND TERMINATION

A. A bargaining unit member intending to resign shall provide the Employer with written notice at least two (2) weeks prior to the effective date of said resignation except as mutually agreed otherwise. Should the bargaining unit member be re-employed, he/she shall be considered a new employee.

B. Upon termination of employment, the bargaining unit member shall be paid for all vacation days that have accrued to him/her as of the date of said termination, provided that the member has complied with the provisions of A. above.

C. In the event of a bargaining unit member's death, any benefits that have accrued to him shall be paid to his designated beneficiary.

D. Upon qualifying for retirement under the Michigan Public School Employees Retirement Act, a bargaining unit member shall receive $35.00 per day of unused sick leave (100 days maximum) provided he/she has been in a bargaining unit position for ten (10) or more years.

ARTICLE 20
MISCELLANEOUS PROVISIONS

A. Medical examinations which are required by the Employer shall be at the Employer's expense. The Employer reserves the right to refer the bargaining unit member to the Employer's physician for an initial diagnosis. When further evaluation or treatment is required, the Employer shall provide a list of three (3) doctors' names (when available) from which the bargaining unit member may select a doctor, provided appointment arrangements can be made expeditiously.

B. Arrangements shall be made by the Board for tuberculin skin tests to be conducted by the County Health Department on the Employer's premises and at the Employer's expense. If the test cannot be performed by the County Health Department as outlined above, it shall become the responsibility of the bargaining unit member. In any case, it shall be the bargaining unit member's responsibility to supply evidence of such test to the Superintendent as required by law. Necessary chest x-rays shall be paid by the bargaining unit member.

C. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its specific and express terms.

E. Copies of this Agreement shall be printed at equal expense of the Employer and the Association and presented to all bargaining unit members now employed and hereafter employed by the Board.

F. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Employer.

G. Bargaining unit members not bonded by the District shall not be required to handle sums of money in excess of fifty ($50) dollars.

H. It is mutually understood that the investigation and/or processing of a grievance shall be on the bargaining unit member's own time and shall not conflict with the bargaining unit member's normal work hours or otherwise interrupt school operations. If a conference is called by the administration to discuss a grievance, the bargaining unit member shall not suffer loss in pay provided such conference takes place during normal work hours.

I. Special conferences for important matters may be arranged at the mutual agreement and convenience of both parties. Arrangements for such special conferences shall be made in advance.

J. A bargaining unit member may attend approved conferences and professional development training sessions during normal working hours in accordance with the following:

1. The bargaining unit member shall submit a written request to the Superintendent at least two (2) weeks in advance of the date of such training session.

2. The bargaining unit member's request as well as the reimbursable expenses are subject to the Superintendent's approval prior to session attendance.

3. The Superintendent will notify the bargaining unit member of his/her decision within ten (10) workdays of receiving the bargaining unit member's request.

K. Pursuant to the Michigan Handicapper Civil Rights Act, as amended June, 1990, bargaining unit members shall notify the Employer in writing within 182 days of an identification of a handicap if special job accommodations will be required in order to accommodate said handicap.

L. Upon request, the Association shall be granted an opportunity for input regarding the content of job descriptions.

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be effective as of the date it was ratified by the Employer and the Association, and shall continue in full force and effect until June 30, 2030.

This Agreement may be extended by written agreement between the parties but shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 8th day of December 2025.

FOR THE EMPLOYER:

Board President

Board Secretary

Board Treasurer

FOR THE ASSOCIATION:

DeWitt ESP President

DeWitt ESP Vice-President

DeWitt ESP Treasurer

APPENDIX A CLASSIFICATION AND WAGE SCHEDULE

	Employee type	**2025-26 Eff 7/1/2025 2.5%**	**2025-26 Eff 12/31/2025* 3.0%**
	Class I: Secretaries		
01	Lead Secretaries (H.S.)	$24.60	$24.72
	A.D. Sec/Bookkeeper. (H.S.)		
	High School Guidance/Registrar Secretary		
	H.S. Receptionist/Attendance/Assistant Principal Secretary		
	Lead Secretary (Middle School)		
	Lead Secretary (Herbison Woods)		
	Lead Secretary (Scott)		
	Lead Secretary (Schavey Rd.)		
	Lead Secretary (Fuerstenau)		
	Lead Community Education Secretary		
	Transportation/Operations Secretary		
	Middle School Assistant Principal/AD Secretary		
02	Community Education Secretary	$21.87	$21.98
	Elementary Secretaries		
	Food Service Secretary		
03	Receptionists	$19.48	$19.57
	Class II: Instructional Assistants		
04	Copy Clerk	$16.73	$16.81
05	Media Services Site Coordinator	$17.80	$17.89
06	Instructional Assistants	$16.05	$16.13
	K.I.D.S. Assistant Caregiver		
07	Special Needs Assistants	$17.43	$17.51
	K.I.D.S. Assistant Lead Caregiver		
	Instructional Assistant Little Panthers Preschool		
	Class III: Non-Instructional Assistants		
08	Lunchroom Assistants	$15.12	$15.19
	Playground Assistants		
	Class IV: Custodian		
09	Lead Custodians	$24.10	$24.22
10	Custodians	$23.45	$23.57

	Employee type	2025-26 Eff 7/1/2025 2.5%	2025-26 Eff 12/31/2025* 3.0%
	Class V: Maintenance/Grounds/Facility		
11	Grounds/Facility Assistant	$24.74	$24.86
12	Maintenance Technician	$26.12	$26.24
13	Maintenance / Grounds Assistant	$17.96	$18.05
	Class VI: District Mechanic		
14	Mechanic	$28.21	$29.41
15	Mechanic Technician	$24.10	$24.22
	Class VII: Food Service Personnel		
16	Employees (district head cook)/District Head Cook*	$17.71	$17.80
16a	Employees (primary cooking)/Kitchen Lead*	$16.71	$16.79
17	Employees (primary serving – PIC)/Food Service Worker*	$15.83	$15.90
17a	Employees (primary serving)Position eliminated effective 12/31/2025	$15.53	
	Class VIII: Transportation Employees		
18	Bus Drivers:		
	Single & Double Runs	$24.77	$24.90
	Kindergarten Runs	$29.91	$30.06
	Special Trips (per hr.)	$25.52	$25.65
18	Waiting Time (per hr.)	$15.94	$16.02
	Voc. Ed. & Spec. Ed. Runs (Driver of Special Lift Bus will receive an additional $.50/hour when transporting a student in a wheelchair.	$24.77	$24.90
19	Mail Driver/Food Service Delivery Dispatcher/Clerk	$16.54	$16.62
	Special Projects & Seasonal Employment	$14.35	$14.42

A $.30 per hour payment will be added to a custodial position that is responsible for maintaining the pool.

*New payrates and titles will take effect on December 31, 2025. A retroactive payment for the difference in payrates for hours worked in 2025-2026 will be issued to active employees in the first payroll in February 2026.

APPENDIX A CLASSIFICATION AND WAGE SCHEDULE

	Employee type	**2026-27 2.0%**	**2027-28 2.0%**	**2028-29 2.0%**	**2029-30 2.0%**
	Class I: Secretaries				
01	Lead Secretaries (H.S.)	$25.21	$25.71	$26.22	$26.74
	A.D. Sec/Bookkeeper. (H.S.)				
	High School Guidance/Registrar Secretary				
	H.S. Receptionist/Attendance/Assistant Principal Secretary				
	Lead Secretary (Middle School)				
	Lead Secretary (Herbison Woods)				
	Lead Secretary (Scott)				
	Lead Secretary (Schavey Rd.)				
	Lead Secretary (Fuerstenau)				
	Lead Community Education Secretary				
	Transportation/Operations Secretary				
	Middle School Assistant Principal/AD Secretary				
02	Community Education Secretary	$22.42	$22.87	$23.33	$23.80
	Elementary Secretaries				
	Food Service Secretary				
03	Receptionists	$19.96	$20.36	$20.77	$21.19
	Class II: Instructional Assistants				
04	Copy Clerk	$17.15	$17.49	$17.84	$18.20
05	Media Services Site Coordinator	$18.25	$18.62	$18.99	$19.37
06	Instructional Assistants	$16.45	$16.78	$17.12	$17.46
	K.I.D.S. Assistant Caregiver				
07	Special Needs Assistants	$17.86	$18.22	$18.58	$18.95
	K.I.D.S. Assistant Lead Caregiver				
	Instructional Assistant Little Panthers Preschool				
	Class III: Non-Instructional Assistants				
08	Lunchroom Assistants	$15.49	$15.80	$16.12	$16.44
	Playground Assistants				
	Class IV: Custodian				
09	Lead Custodians	$24.70	$25.19	$25.69	$26.20
10	Custodians	$24.04	$24.52	$25.01	$25.51

	Employee type	2026-27 2.0%	2027-28 2.0%	2028-29 2.0%	2029-30 2.0%
	Class V: Maintenance/Grounds/Facility				
11	Grounds/Facility Assistant	$25.36	$25.87	$26.39	$26.92
12	Maintenance Technician	$26.76	$27.30	$27.85	$28.41
13	Maintenance / Grounds Assistant	$18.41	$18.78	$19.16	$19.54
	Class VI: District Mechanic				
14	Mechanic	$30.00	$30.60	$31.21	$31.83
15	Mechanic Technician	$24.70	$25.19	$25.69	$26.20
	Class VII: Food Service Personnel				
16	District Head Cook	$18.16	$18.52	$18.89	$19.27
16a	Kitchen Lead	$17.13	$17.47	$17.82	$18.18
17	Food Service Worker	$16.22	$16.54	$16.87	$17.21
	Class VIII: Transportation Employees				
18	Bus Drivers:				
	Single & Double Runs	$25.40	$25.91	$26.43	$26.96
	Kindergarten Runs	$30.66	$31.27	$31.90	$32.54
	Special Trips (per hr.)	$26.16	$26.68	$27.21	$27.75
18	Waiting Time (per hr.)	$16.34	$16.67	$17.00	$17.34
	Voc. Ed. & Spec. Ed. Runs (Driver of Special Lift Bus will receive an additional $.50/hour when transporting a student in a wheelchair.	$25.40	$25.91	$26.43	$26.96
19	Mail Driver/Food Service Delivery Dispatcher/Clerk	$16.95	$17.29	$17.64	$17.99
	Special Projects & Seasonal Employment	$14.71	$15.00	$15.30	$15.61

A $.30 per hour payment will be added to a custodial position that is responsible for maintaining the pool.

APPENDIX B
GRIEVANCE REPORT FORM

Grievance #

1. Distribution of Form
2. Superintendent
3. Principal/Supervisor
4. Association
5. Grievant(s)

Submit to Principal/Supervisor in Duplicate

Building:
Assignment:
Name of Grievant:
Date Filed:

LEVEL I - Verbal
(Within 7 days of occurrence)

A. Date Cause of Grievance Occurred

B. Article Violated

Date Verbal Grievance Discussed

C. Disposition of Supervisor

LEVEL II – Written
(Within 5 days of discussion at Level I)

A. Date Cause of Grievance Occurred

B. Article Violated

C. Statement of Grievance

D. Relief Sought

Signature: _____

Date: _____

If additional space is needed in reporting Section B-2 & 3 of Level I, attach an additional sheet.

E. Disposition of Principal/Supervisor

Signature: _____

Date: _____

F. Disposition of Grievant and/or Association

Signature: _____

Date: _____

LEVEL III

(Within 5 days of Level II answer or 10 days from the date the supervisor receives grievance)

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

Signature: _____

Date: _____

C. Disposition of Grievant and/or Association

Signature: _____

Date: _____

LEVEL IV

(Within 10 days of Level III answer)

A. Date Submitted to Arbitration:

Disposition and Award of Arbitrator:

APPENDIX C

DeWitt Public Schools
Absence and Substitute Form

Employee Name:
Employee Number:

Date Absent From:
Through:

A total of days (salary):
OR hours (hourly):

Reason for absence (please check one)

- ☐ Sick Leave, Personal**
- ☐ Sick Leave, Family**
- ☐ Dentist/Doctor, Personal**
- ☐ Dentist/Doctor, Family**
- ☐ Personal Business Leave (Needs Administrative Notification)
- ☐ Professional Development (Needs Administrative Approval)
- ☐ Funeral, Immediate family, as outlined in contract, Relationship:
- ☐ Funeral, other than immediate family as outlined in the contract (taken as Personal time)
- ☐ Vacation Days* (Central Office Administration/DESPA only)
    - o Days used
- ☐ Worker's Compensation*
- ☐ Compensatory Time Off* (Needs Administrative Approval)
- ☐ Unpaid Leave of Absences (Needs Administrative Approval)
    - o Description
    - o Date Approved
- ☐ Jury Duty – attach jury duty notice from court
- ☐ Other. If so, what?

*requires prior approval
**may require physician's verification or approval

Approval
Principal/Supervisor Signature/Date:
Employee Signature/Date:

Building/Department:
Date Submitted:

Personnel file=White*Payroll=Yellow*Employee=Pink*Principal/Supervisor=Goldenrod

APPENDIX D
AUTHORIZATION TO CONVERT VACATION/PERSONAL LEAVE TO SICK LEAVE

CONFIDENTIAL

I hereby authorize the Employer to transfer a personal day (one [1] day only) or a vacation day (up to a maximum of five [5] days) to for use as sick leave.

Employee Transferred To: _____

Employee Transferred From: _____

Signature: _____

Date: _____

APPENDIX E
HOLIDAY CHART

HOLIDAY	ALL EMPLOYEES	20 OR MORE HOURS/ WEEK	8 HOURS/ DAY SCHOOL YEAR	12 MONTHS AT LEAST 4 PER DAY
July 4th				X
Labor Day	X**	X	X	X
Thanksgiving Day	X	X	X	X
Friday after Thanksgiving	X	X	X	X
Christmas Eve Day			X	X
Christmas Day	X	X	X	X
New Year's Eve	X	X	X	X
New Year's Day			X	X
*Martin Luther King Day	X	X	X	X
*Monday of Mid-Winter Break	X	X	X	X
Good Friday	X	X	X	X
Memorial Day	X	X	X	X

*In the event of a calendar change that makes this date a scheduled student day, DESPA members will be required to work on this day and will be given one (1) additional personal day.

**Paid in years where students begin the school year prior to Labor Day.

LETTER OF AGREEMENT

Letter of Agreement
Between
Dewitt Board of Education
And
Dewitt Educational Support Personnel Association, MEA/NEA

The undersigned parties hereby agree to the following:
Article 18 - Insurance

1. The Board shall provide to bargaining unit members identified in Section 3 of this Letter of Agreement who work four (4) hours, but less than eight (8) hours a day with $190 per month. Members identified in Section 3 were determined based upon eligibility as of the end of the 2015-2016 school year. Payments may be received in cash (subject to all relevant payroll taxes); applied towards an annuity; applied towards the purchase of MESSA variable options; or applied towards the purchase of an insurance package offered by the District, provided that the bargaining unit member is not eligible to receive a benefit from Section A of Article 18. (Employee may elect to participate in a pre-tax qualified Section 125 Plan which the Board will make available to the employee.)

2. To be eligible for the above coverage, the minimum work hour requirement must be served in a single employment classification. Hours worked in more than one employment classification cannot be added or combined in order to meet the minimum work hour requirement.

3. Those eligible to receive this benefit are:

- AUNGST, ADA
- BRANNON, BRIAN
- BROWN, WENDY
- BRUSHABER, CINDY
- DESMITH, BECKY
- ELY, JEAN
- LAING, DAVE
- MICALE, JENNIFER
- MUNK, ANGIE
- SALISBURY, TERESA
- SANFORD, SHELLEY
- SCHULZE, CHERYL
- SHEPARD, THERESA
- SMITH, LISA
- TATROE, JENNIFER
- TEMPLEMAN, SUSIE
- WILSON, MICHELLE *

*Eligible to receive this benefit beginning in 2018-2019 school year

This agreement shall not be deemed precedent setting and cannot be relied upon by either party as basis for resolving the same or similar issues should that arise in the future.

By: _____

DeWitt Public Schools

Date: _____

By: _____

DeWitt Educational Support Personnel Association, MEA/NEA

Date: _____