

MASTER AGREEMENT

2026-2028

GENESEE
BOARD OF
EDUCATION

AND

GENESEE
EDUCATION
SUPPORT
PERSONNEL
ASSOCIATION
(GESPA)

TABLE OF CONTENTS

ARTICLE I.....

RECOGNITION

ARTICLE II.....

BOARD RIGHTS

ARTICLE III.....

ASSOCIATION RIGHTS

ARTICLE IV.....

HOURS OF WORK AND WORKING CONDITIONS

ARTICLE V.....

SENIORITY

ARTICLE VI.....

VACANCIES, PROMOTIONS, AND TRANSFERS

ARTICLE VII.....

REDUCTION IN STAFF/LAYOFF/RECALL

ARTICLE VIII.....

PAID LEAVES

ARTICLE IX.....

UNPAID LEAVES

ARTICLE X.....

DISCIPLINE AND DISCHARGE

ARTICLE XI.....

EVALUATION

ARTICLE XII.....

GRIEVANCE PROCEDURE

ARTICLE XIII.....

PROBLEM SOLVING AND NEGOTIATIONS

ARTICLE XIV.....

HOLIDAYS AND VACATIONS

ARTICLE XV.....

FRINGE BENEFITS

ARTICLE XVI.....
COMPENSATION
ARTICLE XVII.....
MISCELLANEOUS PROVISIONS
DURATION OF AGREEMENT AND SIGNATURES.....
GENESEE ESP EMPLOYEE EVALUATION (1/2).....
GENESEE ESP EMPLOYEE EVALUATION (2/2).....
GENESEE ESP PARAPROFESSIONAL EVALUATION (1/2).....
GENESEE ESP PARAPROFESSIONAL EVALUATION (2/2).....
GENESEE ESP GRIEVANCE REPORT FORM (1/3).....
GENESEE ESP GRIEVANCE REPORT FORM (2/3).....
GENESEE ESP GRIEVANCE REPORT FORM (3/3).....
GESPA Leave Request Form.....

ARTICLE I
RECOGNITION

A. The Genesee School District Board of Education, hereinafter referred to as the "Board" or "Employer," hereby recognizes the Genesee Education Support Personnel Association, MEA/NEA, hereinafter referred to as the "Association," as the exclusive bargaining agent for all regular full-time and regular part-time transportation, paraprofessionals, and food service employees employed by the Board prior to June 30, 2019. Beginning July 1, 2019, newly hired full-time and part-time transportation and food service employees will not be in the bargaining unit unless it is a condition of employment when hiring these individuals. The Superintendent has discretion to hire individuals in these categories as a Genesee School District employee. The Association will be notified in writing when a new employee is hired as a member of the bargaining unit. At no time will the amount of non-bargaining unit employees exceed the amount of bargaining unit employees. In the event that the amount of bargaining unit employees becomes lower than that of non-bargaining unit employees, the Employer agrees to raise the levels of bargaining unit members to an amount greater than non bargaining unit members within one calendar year from the time the inequity occurred.

B. The Board recognizes the Association as the exclusive representative of the above-named positions for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

C. The position of secretary, per diem substitutes, and all others not included in paragraph A above shall be excluded from the bargaining unit.

D. For purposes of this agreement, the following definitions shall apply:

1. A regular full-time employee is one who is employed at least six (6) hours per day or thirty (30) hours per week for a minimum of the days specified as the student calendar year.

2. A regular part-time employee is one who is employed a specific number of hours each week for a minimum of the student calendar year, but less than thirty (30) hours per week.

3. A probationary employee is one who is employed to fill a regular full or part time position for the trial period as set forth in this agreement.

4. A substitute employee is one who is employed to fill a regular full or part time position on a per diem basis for up to thirty (30) working days.

5. A temporary employee is one who is employed to fill a temporary position for more than thirty (30) work days.

6. If a temporary position lasts longer than thirty (30) days, the Board and the

Association will meet to determine the status of that position. If it is determined that the position is necessary, it will become part of the bargaining unit. A temporary position will not be used to replace or in place of a bargaining unit position, or to avoid the placing of a bargaining unit member in that position.

E. Members of the bargaining unit have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is, or will become, an employee represented by the Association. If a future position is added to the bargaining unit, the Board and the Association will meet to determine its placement.

F. Positions in the Association shall be listed according to job title in following Sub-units and Classifications:

Classification A
Paraprofessionals: Young Fours, ISS, Classroom, Health Care, Computer, Media and Special Services
Food Service: Head Cook, Asst. Cook, Cashier, Food Prep, Servers, After-School

Classification B
Transportation

Classification C
Aides: Head Playground (paid an additional ½ hour per day), Playground, Bus & ISS

ARTICLE II
BOARD RIGHTS

The Genesee School District Board of Education reserves and retains all rights to manage and direct its work force, except as expressly abridged by specific provisions of this agreement including, but not limited to determination of school policies, operations, and assignments for the orderly and efficient operation of the school district.

1. To the management of all aspects of district operations, including; personnel placement and to direct all employees to the best interest of the school district.

2. To transfer all employees when it is determined that a change in placement is necessary to facilitate the efficient operation of the district and to properly staff various departments covered under this agreement.

3. To manage and direct all personnel under this agreement and to ensure that said employees qualified to perform the duties and job functions of the position to

which the employee is assigned.

4. To manage all properties, determine all space utilization and related building usage in accordance with the policies of the district and to comply with all federal and state requirements concerning equal access as it pertains to said usage.

5. To hire consultants, solicit input from employees, and use any necessary resources to improve operational efficiency.

6. To determine supply and equipment needs for all sectors of district operation and to determine any long range facility needs and related capital outlay priorities.

7. To hire all employees and to determine their qualifications and placement in accordance with the portion of this agreement and the laws of the United States and the State of Michigan.

ARTICLE III
ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee of the board shall have the right freely to organize, join and support the association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

B. The Michigan Education Association agrees to assume the legal defense of any suit or action brought against the Board as a result of the implementation of this Article. The MEA further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.

C. The Michigan Education Association, after consultation with the Board, has the right to decide whether to defend any suit or action or whether or not to appeal the decision of any court or tribunal regarding the validity of this Article or the damages which may be assessed against the Board by any court or tribunal. The MEA has the right to choose legal counsel to defend any suit or action.

D. The Michigan Education Association has the right to compromise or settle any claim made against the Board under this Article.

E. The Board shall furnish the Association with the names, addresses, phone numbers and current assignments of all new employees within one week of their hire.

F. The Board shall make payroll deductions, upon written authorization from the employee, for annuities, credit union, or any other plans currently offered by the Board.

G. The Association shall have use of four (4) days per year for the purpose of conducting Association business. These days will be provided by the Board and be reimbursed by the Association.

H. Bulletin board space, for the purpose of posting Association business, shall be provided in each school building.

I. No bargaining unit member shall be prevented from wearing pins or other identification of membership either on or off school property.

J. The Board or any of its Supervisory personnel shall not interfere with, discriminate against, restrain or coerce employees because of lawful activity in the Union, nor will it attempt to discourage membership in said Local Union, nor will it discriminate in any way against any employee because of his or her political beliefs, religious, national origin, sex or age.

K. Bargaining unit members shall be permitted to conduct Association business on school premises during lunch or break periods. The Association will be allowed use of school buildings for meetings when doing so does not disrupt normal school operations.

L. Duly authorized representatives of the Association shall suffer no loss of pay when they are scheduled during work hours, by mutual agreement, to participate in joint meetings, grievance hearings, or negotiations. Substitutes will be provided as needed.

M. The Board agrees to provide, as requested, compiled information regarding the finances of the district and other such information as not restricted by law.

N. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

O. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given, via e-mail an attached excel (or agreed upon equivalent) document, a complete listing of all bargaining unit staff that includes agreed upon information. The Board will provide the Association notification of new hires (and associated demographic information), terminations and leaves of absence within an agreed upon amount of workdays. The Association will also be notified about how many non-bargaining unit employees are working (as outlined in Article 1.A.). These notifications may be automated.

ARTICLE IV
HOURS OF WORK AND WORKING CONDITIONS

A. The regular hours of work for classifications will be as follows:

1. The regular work day for the paraprofessional sub-unit shall be determined by

the administration. Additional hours may be scheduled at the sole discretion of the administrator. Overtime does not begin until employee exceeds forty (40) hours per week

2. Hours for the food service and transportation sub-units shall be determined by the supervisor according to need.

3. The term "days" in this article shall mean work days unless otherwise exempted. Work days will include days actually worked, leave days, personal days, and paid holidays, but shall exclude vacation days, unpaid leave days, and other days not actually worked.

B. Overtime shall be paid at the rate of one and one half the employee's regular hourly rate for work done at the request of the supervisor in excess of forty (40) hours per week. Overtime shall be rotated equally among members of the sub-unit whenever possible. Overtime refused shall be treated as overtime worked

C. Employees shall be paid twice their regular rate if required to work on any day that would have been a paid holiday for that employee or on a Sunday.

D. An employee called in to work either on his/her day off or called back into work after his/her shift has ended, shall receive a minimum of two hours' work at the rate of pay scheduled for that day.

E. If school is closed due to conditions beyond the control of the Administration, All employees will be paid up to the State allotted Act of God hours. If the district is required to make up the time missed, employees will be paid as usual. Employees who work any of these make up days will be paid their per diem rate for those days/ hours worked.

Any day/s above the paid State allotted Act of God Days in which the district is closed if the employee does not show up for work, the employee will be charged for that day as a personal, vacation, sick, or a non-pay day. The employee will report how they wish to take those additional day/s off within 24 hours of the day that the district was closed in writing.

F. Employees shall each be given one thirty (30) minute duty free lunch per shift, and one fifteen (15) minute break per four (4) hours worked. Employees shall be provided with a thirty (30) minute duty free unpaid lunch per shift and one (1) fifteen (15) minute paid break per four (4) hours worked.

G. Each school year, the district shall provide each member of the bargaining unit with a job description. If it becomes necessary to modify a job description, the employee will be provided with a copy of the new description at least five (5) days before any changes are put into effect.

H. Employees who may be required to administer medications or perform procedures on medically fragile students shall be provided with training as recommended or

required by law. Additional assistance will be provided for special circumstances such as personal hygiene procedures or medical procedures.

I. Employees, who may be required to toilet, lift and/or transfer student(s) with physical impairments as part of their work responsibility shall be provided with proper training in the accommodations needed to assist the student(s). Appropriate cleaning supplies will be provided in every classroom. Maintenance will be called for major cleanup issues.

J. Work Assignments

All employees shall be given their tentative assignments for the forthcoming school year no later than the first Professional Development Day prior to the start of the school year. The Association and employee shall be notified in writing.

K. Paraprofessionals

Assignments in the paraprofessional and food service sub-units will be made by the immediate supervisor(s) and according to qualifications for each particular assignment.

L. Transportation

1. A meeting will be held within the week before school starts for the purpose of assigning bus schedules. The transportation supervisor or designee will run the meeting. A representative of the Association may be present. All available schedules will be made known at that time.
2. Schedules will be chosen by drivers, according to seniority, with the most senior driver picking first. The supervisor has the right to deny any combination of runs if such a combination would cause inefficiency in the operation of the transportation department. The Transportation Supervisor will ensure that the employee is qualified for the position.

3. Bus aide assignments:

    a All other bus runs requiring a bus aide will be individually bid. Bidding will be made according to seniority. Each person will fill one position until all positions are filled.
    b If a position becomes available during the school year, it will be treated as a vacancy and posted if needed and paid at classification D rate of salary.

4. If a vacancy occurs during the year, the schedule will be assigned to the most senior driver who applies for it. That process shall continue until no current drivers request open schedules.

5. New positions created after the assignment process will be posted and filled according to Article VI.

6. Whenever a driver is scheduled in advance to be absent, his/her athletic or field trip schedule will be assigned to a regular driver, in seniority order, before it is given to a substitute.

7. Beginning of the school year, the transportation supervisor will create three (3) lists, to include athletic runs, field trips and after school activities. Extra runs, including but not limited to field trips, athletic events, and club trips, will be assigned on a rotating basis to the drivers who request them according to seniority or when the assignment comes open. Once a driver has been assigned an extra run, from either list, his/her name will move to the bottom of that list until their rotation comes back around. If a driver refuses a run, their name will move to the bottom of the list as though they completed the run in order to move to the next person on the list. Lists of athletic events will be posted by season. Field trips and all others will be listed and posted by the month or as soon as they are known.

8. A driver who has a child involved in the field trip will be given first right of refusal once a year. Drivers will be responsible for signing up for trips in advance of each event. Trips not listed or assigned will be filled by the supervisor in conjunction with the rotating schedule. Extra trips that come in will be posted and filled in the same manner. Trips which are scheduled with less than 48 hours' notice will be assigned at the supervisor's discretion. When overtime is involved the trip will be assigned according to seniority.

9. Extra runs will not be assigned to a driver if it interferes with the drivers regular work schedule, unless it impacts all drivers.

M. Job Descriptions
The Board shall provide general job description for all classifications in the bargaining unit and maintain updated job descriptions. A joint labor-management job review committee shall be established and made up of no more than four (4) Association members and (4) four School District officials. The committee shall review job descriptions annually and provide recommendations for change by June 1 each year.

N. It is expressly understood that all employees hired prior to the 2017-2018 school year will have their hours spread out over five (5) days in a week.

ARTICLE V
SENIORITY

A. Employees shall be considered probationary employees until they have completed a sixty (60) working day probationary period. Days not actually worked shall not count toward the probationary period. After successfully completing the probationary period, the employee shall be granted seniority back to his/her initial date of employment.

B. The administration shall prepare a seniority list, which will be based upon computer payroll records established during the 2007-2008 school year, no later than October 1st of each year. Copies shall be posted in break areas and sent to the President of the Association. It shall be the responsibility of each member to report any errors to the administration within ten (10) work days of the posting.

1. Seniority shall be listed separately for classification. The seniority list shall

include each member's classification, seniority date, date of hire, and length of consecutive service in the classification and the district. If a bargaining unit member transfers to another classification within the bargaining unit, that member will have his/her seniority within that classification frozen. This will also be reflected by a change in the employees' payroll record. If the bargaining unit member takes a non-bargaining unit position within the Genesee School District, current seniority shall be frozen, but shall not continue to accrue. This seniority may be used only to apply for a vacancy in the classification where seniority is listed, provided that the employee meets the qualifications for the posted position.

C. Seniority shall be maintained while the employee is on an approved leave of absence, but shall not continue to accrue except as follows:

1. For a military leave as provided by law
2. For an unpaid sick leave up to twelve (12) months
3. For lay-off up to thirty (30) days
4. For a Workers' Compensation leave up to two (2) years
5. For an FMLA leave as provided by law

D. An employee shall lose all seniority if he/she resigns, retires, or is discharged for just cause.

ARTICLE VI
VACANCIES, PROMOTIONS, AND TRANSFERS

A. For the purpose of this agreement, the following definitions shall apply:

1. A vacancy shall be any position within the bargaining unit, either present or newly created, that is not filled because the employee in the position terminated/retired and/or resigned, was granted a Leave of Absence that exceeded six (6) months or was awarded another position.

2. A promotion shall be defined as movement to a higher classification or to another sub- unit within the same classification with a higher pay rate.

3. A voluntary transfer shall be a requested movement to a position within the same classification with the same or lesser rate of pay.

4. An involuntary transfer shall be movement to another position within the same classification and/or a lower classification which was not requested by the employee. Involuntary transfer(s) will be minimized and avoided whenever possible.

5. A temporary vacancy is a vacancy that will exist for thirty (30) days or longer. Temporary vacancies will be filled first from within the bargaining unit when the

position provides more hours or a higher rate of pay to the applicant and doesn't cause a
disruption to the applicant's normal work schedule.

B. Whenever a vacancy within the unit occurs the Board will post the position internally for ten (10) work days, with a copy sent to the Association President. The parties may mutually agree to an extension. Any bargaining unit member may apply for the position and be granted an interview before the position is posted for outside applicants, provided he/she meets the minimum posted qualifications. The Board maintains the right to fill any position on a substitute basis until the posting period has been satisfied and the position has been filled.

C. Seniority will be one of the qualifications when considering internal applicants for a position.
Preference will be given to current employees who meet the qualifications and/or certification requirements for the positions.

D. Each interviewed applicant will be notified in writing of the Board's decision with regard to his/her application prior to the placement of outside postings.

E. Successful applicants who receive a promotion will be given a twenty (20) work day trial period in the new position. If the bargaining unit member is unable to perform the
work of the new position, or at the employee's or employer's request, the employee may be returned to his/her prior position. Other positions, which were changed to allow for the promotion, will be considered temporary until the twenty (20) day period has expired.

ARTICLE VII
REDUCTION IN STAFF/LAYOFF/RECALL

A. For the purpose of elimination of positions and layoffs, bargaining unit seniority will apply as follows:

1. All temporary and probationary employees shall be laid off first.

2. If full-time employees must be laid off or eliminated; layoff will be by classification with the employee having the lowest seniority being laid off first.

3. The affected employee shall be placed in a vacancy in the next classification below theirs provided the employee meets the necessary certification and/or minimum qualifications required for the position.

4. If no vacancies exist, the employee shall bump the lowest senior employee in the next classification below theirs provided his/her seniority is greater and he/she is certified and/or meets the minimum posted qualifications for the position. This process shall be repeated until each affected employee has been placed in a position; the employee accepts a voluntary layoff or is laid off.

5. Qualifications shall be deemed to be those listed in the written job description for the position.

6. An employee(s) bi-weekly earnings shall not increase thru this process.

7. An employee who has bumped into a lower pay rate and/or fewer hours shall have the right to return to a vacancy in his/her previous classification before a laid off employee is recalled.

8. An employee given layoff notice may choose to be placed on layoff rather than accept a lower paying position within the bargaining unit.

B. Whenever a vacancy exists, application for positions will not be considered if it would cause the layoff of a bargaining unit member or prevent a laid off member from returning.

C. Whenever a layoff of any position is considered, the Board will notify the employee involved and the President of such at least thirty (30) days before the layoff takes effect.

D. In cases of layoff, any employee who has insurance benefits may elect to continue those benefits by paying premiums at the Board office according to regulations set by the carrier.

E. The employee's right to recall shall remain in effect for four (4) years after the official layoff notification date.

F. Notice of recall will be sent by certified mail to the employee's last known address. The employee will have fifteen (15) days from time of mailing to respond to the recall notice. When recalls occur August 1st or thereafter, the employee will have five (5) days from the time of mailing to respond to the recall notice.

G. Failure to accept recall to a similar position with the same bi-weekly earnings will terminate the employee's right to recall. If an employee on layoff declines a recall to a position with less hours and/or pay than their original position, all future recalls will be for the employees' original or like position for which the employee is qualified. See Memorandum of Understanding.

H. If an employee accepts a recall to a position of fewer hours and/or pay than the

position originally laid-off from, then resigns from that accepted position, they will only be eligible to be recalled to their original or like position from which they were laid off

I. Temporary vacancies will be filled first from within the bargaining unit when the position provides more hours or a higher rate of pay to the employee.

J. In the event the financial status of the district would necessitate the need to reduce district expenditures at any time during the term of this Collective Bargaining Agreement, the Superintendent will hold a meeting with the Association President. They will review all of the necessary information and data to address the need to take such action. The Superintendent, after seeking input from the Association President will recommend to the board of education the reductions including but not limited to reducing employee hours, layoffs, or any other legal or proper action to maintain the fiscal stability of the district.

K. In the event there is a need to reduce staff The Academic Support Facilitator positions will be the first positions looked at when reductions are made.

ARTICLE VIII
PAID LEAVES

A. Ten (10) leave days shall be credited annually to each employee starting on July 1 or the first day of the school calendar year. In the employee's first year of employment, such days will be prorated. Leave days will be prorated if the employee leaves employment for any reason before the end of the work year.

B. Unused leave days will be paid at the end of each fiscal (or school) year. The employee shall be paid all unused, accumulated leave time at their per diem rate of pay.

C. Non-sick leaves of more than three (3) days must be approved in advance by the Superintendent. Requests are to be made by completing the GESPA Leave Request Form at least 10 days in advance of the requested leave. The employer may request verification of illness if abuse is suspected for absences of five (5) or more consecutive days or a pattern of absences.

D. Absence due to the seven (7) day waiting period when a disabling injury is incurred in the course of the work schedule will be paid by the District. Any eligible compensation after the waiting period will be that of 100% of Workers' Compensation.

E. Leave days will not be charged against the employee's leave time if the employee is either called for jury duty or is a witness in a court case connected to his/her employment or is subpoenaed. Remuneration for jury duty will be returned to the district.

F. In the event of a death in the immediate family, the employee shall be granted five (5)

Consecutive days for bereavement not to be charged to the employees leave days. The immediate family is: Parent, Spouse, Child, Sibling, Grandparent, Grandchild (Including current In-law and Step).

ARTICLE IX
UNPAID LEAVES

A. Any employee whose personal illness extends beyond the period compensated under paid leaves or insurance shall be granted an unpaid leave of absence for one (1) year. This may be extended following written request to the Board for one (1) additional year.

B. The Board shall grant an unpaid leave for the purpose of child care or family illness as provided by the Family Medical Leave Act.

C. The Board may grant other unpaid leaves for any purpose deemed appropriate.

D. Requests for and disposition of all unpaid leaves, as well as any extensions, will be in writing on forms provided by the Board.

E. Any employee on a leave of more than thirty (30) days must notify the Board of intent to return in writing ten (10) work days prior to the expiration of the leave. Any employee who does not report for work on his/her approved return date, or does not have an approved extension, will be considered to have terminated his/her employment.

F. An employee on an approved unpaid leave other than personal illness or family care will return to the first vacancy in his/her classification level. Exceptions will be granted by the superintendent if that leave is five (5) or fewer days and is requested for reasons of a necessary personal nature. An employee on leave for personal illness/disability or family care will return to his/her own position. For a period not to exceed six (6) months, the Board will guarantee an employee's original position upon returning from a leave of absence. After six (6) months a position will not be guaranteed on return from said leave. A reasonable effort will be made to return the employee to their original position or one of equal status which correlates to the employee's training, experience and qualifications. If more than one (1) employee is waiting for vacancies to be identified and their qualifications are equal, the one (1) with the most seniority shall be placed first.

1. In accordance with Board Policy, Board paid fringes shall be provided to employees on leave of absence starting with the effective date of leave for a period of one (1) months coverage per year of service in the district not to exceed nine (9) months.

2. Group programs will be made available at the employee's cost within the terms and provisions allowed by the insurance carrier or COBRA provisions.

G. The Board shall grant to any bargaining unit member a leave of absence for the purpose of childbirth. Such leave shall commence when the member is no longer able

to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the written opinion of her physician, she is able to adequately
assume the duties to which she is regularly assigned. Provided, however, that at the option of the member, the leave may be extended so that she could return at the beginning of the semester following birth further provide that:

1. The reinstatement shall be to the member's former position.

2. In the event of miscarriage prior to the start of maternity leave, or in cases where the duration of leave does not exceed the accumulated leave days, the leave time provision of this agreement shall apply.

3. A member on maternity leave shall receive the insurance benefits provided for under this contract through the end of the semester following birth provided that a member who chooses to extend such leave as indicated above may have the option of paying of insurance benefits at the group rate.

4. Upon return from such leave, the member shall be placed at the same position on the Salary schedule as she would have been had she worked in the District for that period.

ARTICLE X
DISCIPLINE AND DISCHARGE

A. No bargaining unit member shall be disciplined, demoted, or discharged without just cause and due process. The Board agrees to follow a policy of progressive discipline, except in serious cases, which includes verbal warning, written warning, suspension with pay, suspension without pay, and discharge. Any discipline taken against an employee will be appropriate to the behavior which precipitated the discipline.

B. For the dismissal of probationary employees, the just cause provision will be deemed to have been met provided that the decision is not arbitrary, capricious, or based on false allegations. Dismissal of probationary employees may not be grieved beyond Board Level of the Grievance Procedure.

C. Any discipline may be processed through the grievance procedure.

D. An employee may request and has the right to have an Association Representative with him/her at any disciplinary meeting or any investigation meeting from which discipline may result.

ARTICLE XI
EVALUATION

A. All employees will be evaluated annually. Newly hired employees may be

evaluated at the discretion of the appropriate supervisor.

1. Employees will be given a written evaluation three (3) weeks prior to the end of first semester and/or two weeks before the last day of school. There shall be ten (10) school days between an evaluation notification and a subsequent visitation for the purpose of evaluation.

2. The evaluation form will be discussed with the employee no later than ten (10) school days after completion of said evaluation. A copy of the completed form shall be provided to the employee and shall be placed in the employee's personnel file. Each employee
may attach a written response to each evaluation.

3. If the immediate supervisor believes an employee is deficient in job performance, the reasons shall be set forth in specific terms together with identification of the specific ways in which the employee is to improve, and of the assistance to be given by the district towards that improvement. After a reasonable time for improvement, but within thirty (30) workdays, a follow-up review of any areas where performance deficiencies were reported shall take place.

4. The School Nutrition Performance Appraisal will be used in conjunction with the Genesee Employee Evaluation for Food Service.

5. Evaluation forms will be specific to each classification.

ARTICLE XII
GRIEVANCE PROCEDURE

A. The primary purpose of the grievance procedure is to secure equitable solutions to problems at the lowest possible level. The Board agrees to furnish information requested by the Association that is necessary for the processing of grievances.

B. A grievance is a claim by one or more members of the bargaining unit that there has been an improper application or interpretation of this agreement or of any policy of the Board.

C. Grievances will be processed according to the
following procedure:

Level I

Any employee or group of employees having an alleged grievance shall meet to discuss the matter with his/her supervisor within ten (10) work days of the occurrence of the incident. Whenever the ten (10) day deadline would extend over a holiday or vacation period, the employee will make every attempt to hold the discussion before that break begins. Grievances that are started near the end of a school year will

continue into the summer with no break in timelines. Employees are entitled to have Association representation during the meeting.

Level II

If the matter is not settled satisfactorily at Level I, the grievance shall be placed in writing on the form in Appendix A and delivered to the immediate supervisor within five (5) days of the meeting. The written grievance must contain the alleged violation, the pertinent contract or policy citations, the requested remedy, and the signature of the grievant. In the case of a group or Association grievance, the signature of one of the officers will be required. Within ten (10) days of receipt of the written grievance, the supervisor shall provide his/her written disposition.

Level III

If the grievant/Association does not accept the disposition from the supervisor, the grievance may then be appealed to the Superintendent within ten (10) days of receipt of the disposition. The Superintendent will schedule a meeting with the grievant and his/her representatives to be held within ten (10) days of receipt of the appeal. The Superintendent shall render a written disposition within ten (10) days of the meeting.

Level IV

If the grievance is not resolved by the above steps, the Association Executive Board may file an appeal with the Board of Education within ten (10) days of the receipt of the disposition. The Board of Education shall schedule a hearing before the Board or a committee of the board of no more than 3 board members at the next regularly scheduled meeting provided that the meeting is at least one calendar week from the date of receiving the appeal. The Board will issue a written disposition within ten (10) days of the hearing. The board or a "committee of the board" of no more than 3 board members (Personnel Committee) shall render a response within ten (10) days of the hearing.

Level V

If the disposition from the Board is not accepted, the Association may appeal the grievance to arbitration within ten (10) days of receipt of the disposition. The arbitrator shall be selected according to the rules of the American Arbitration Association, unless the parties mutually agree to the selection of the arbitrator.

The decision of the arbitrator shall be final and binding on both parties, provided that the decision is in accordance with the terms of this agreement.

The fees and expenses of the arbitrator shall be shared equally by both parties. Each party shall be responsible for any expenses incurred by that party, such as witness fees/expenses.

D. Nothing contained in this agreement shall be construed so as to prevent any individual member from presenting a grievance and having it resolved without the intervention or representation of the Association, provided that the resolution is consistent with the

terms of this agreement. The Association has the right to be present at all such meetings and will be notified of such by the Board.

E. The time limits in this article will be strictly observed, except that extensions may be mutually agreed upon.

F. A grievance may be withdrawn at any time or amended prior to going to the Board of Education.

ARTICLE XIII
PROBLEM SOLVING AND NEGOTIATIONS

A. Meetings for the purpose of improving working relationships and solving mutual problems may be requested by either party. Such meetings shall be between the administration and officers of the Association. Date, time, and agenda for the meetings will be agreed to in advance. These conferences are not intended to circumvent the grievance procedure.

B. Within sixty (60) days of the expiration of this agreement, parties will begin negotiating a successor agreement. If the parties agree, they may begin negotiations prior to the sixty day window. Neither party shall have control over the selection of the representatives of the other party. Both teams shall be clothed with the power and authority to make proposals and comprises during the procedure, with the final agreement being subject to ratification of both parties.

C. Any decisions between the administration and the Association that are made concerning contract interpretation shall be placed in writing, dated, signed, with copies provided to both parties. Any decision between the administration and the association that is made concerning a contract matter shall be defined in a memorandum of Understanding with copies provided to both parties.

ARTICLE XIV
HOLIDAYS AND VACATIONS

Holidays

A. The following days shall be considered paid holidays when they fall within the work year of the employee: Thanksgiving and the Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Good Friday, 2 additional agreed upon days during spring break, Memorial Day, and Labor Day.

B. To be eligible for holiday pay, the employee must have actually worked the day

before and the first succeeding work day after the holiday. Exceptions may be granted by the superintendent.

C. When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When the holiday falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE XV
FRINGE BENEFITS

A. If a GESPA employee qualifies for a Board paid insurance, it will be as follows:

Health – Single Subscriber MESSA ABC Plan 2. The board will pay the premium cost at the maximum amount allowable by law. Long Term Disability
Delta Dental 80/80/80 with adult ortho and internal/external coordination of benefits
VSP 3+ Vision Plan
A total of $50,000 life insurance

B. Dual coverage for health insurance shall not be permitted, except that employees who currently hold dual coverage may continue that coverage until such time as either chooses to drop one (1) coverage. Then the provisions of Article XIV C shall apply.

C. Employees who are eligible for health care but choose not to accept it will be given a yearly total of $2210.00 cash in lieu paid in monthly installments. This shall be paid through a qualified Section 125 Plan.

D. All other employees who work a minimum of twenty (20) hours per week will be provided with Board paid Long Term Disability. All employees not covered by paragraph A (1) above will be provided with $50,000 in life insurance.

E. An employee on a long-term leave will have the above benefits paid by the Board for a period of one (1) month for each year or partial year worked in the District up to eighteen (18) months. At the conclusion of that time the employee may continue those benefits by paying premiums directly to the Board, as allowed by the carrier. Any employee (or dependent) who leaves the district or transfers to a position that does not provide benefits may pay premiums to the Board according to the regulations of the carrier.

Classification A. (All rates hourly)

Paraprofessional (Young Fours, Certified Paras, Certified ISS)	**2026-27**	**2027-28**
Year 1	$16.05	$16.85
Year 2	$16.55	$17.35
Year 3	$17.05	$17.85
Year 4	$18.55	$19.35
Food Service: Head Cook, Cashier		
Year 1	$17.05	$17.85
Year 2	$17.55	$18.35
Food Service: Assistant Cook, After-School		
Year 1	$16.55	$17.35
Year 2	$17.05	$17.85
Food Service: Servers, Food Prep		
Year 1-2	$15.05	$15.85
Year 3-4	$15.80	$16.60
Year 5	$17.05	$17.85

Classification B

Transportation: For Transportation runs, the following definitions shall apply:

Regular run	A run that picks up and drops students during the regular school day
Athletic run	A run that transports students to and from athletic events

Field Trip — A run that transports student to any event/place other than those listed above

Transportation

The Regular Run Hourly Rate shall apply to all time spent transporting students to and from athletic events and field trips. If a driver is required by the District to remain at the athletic event or field trip location between the arrival and return trips, the driver shall be compensated at the Sit Time Hourly Rate for the duration of the required wait. Employees are responsible for accurately clocking in and out upon departure, arrival at the event location, departure from the event location, and return to the District.

Run Type	2026-27	2027-28
Regular Run (hourly)	$21.80	$22.60
Sit Time Rate (hourly)	$15.00	$15.80

Each driver is responsible for refueling their bus. The pay-rate for refueling a bus is ½ hour at the regular driving rate. These trips occur outside the regular school day/week, and shall be assigned by the supervisor.

Drivers will be paid a two hour Regular Run Hourly Rate to wash a bus. Buses will be washed a maximum of one (1) time every two (2) weeks.

Classification C

Classification C

	2026-27	**2027-28**
Aides: Head Playground (plus ½ hour extra), Playground, Bus, ISS Year 1	$15.05	$15.85

Benefits in accordance with the provisions of the Collective Bargaining Unit

*Note: Any member of this bargaining unit who fills in as a sub in another classification will be compensated at the base level of that classification for those hours and/or days worked.

Longevity

Longevity shall include all members of the bargaining unit and shall be based on years of service to the district. It will be paid once yearly in December. In order to receive longevity, a

member must be employed by the district at the time of payment.

Payment will be made as follows commencing with the

6th Year of Employment	$450
10th Year of Employment	$950
15th Year of Employment	$1,550
20th Year of Employment	$1,850
25th Year of Employment	$2,050

ARTICLE XVII
MISCELLANEOUS PROVISIONS

A. The Board will provide information that is generally distributed to the Association upon request, and will comply with requests for information as needed for bargaining and processing grievances. The President will be advised of fiscal, budgetary, tax programs, and/or bond issues affecting the district.

B. Copies of the Board of Education minutes and agendas will be on line before each meeting.

C. Copies of this agreement shall be produced at Board expense and distributed to all current and future members of the bargaining unit.

D. If any provision of this agreement or any application of those provisions are found to be contrary to law, then such provisions or applications shall be deemed to be invalid to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

E. The provisions of this agreement shall be applied without regard to race, gender, religion, creed, ethnic group, national origin, age, marital status, or disability.

F. Bargaining unit members will adhere to all policies, rules, and regulations of the Board that are not in conflict with this agreement.

G. The Board will bear the cost for all required tests (i.e. TB) and licenses (i.e. CDA, CDL), including classes taken for the maintaining of a CDL. These costs may be in the form of reimbursements. The Board will also provide all necessary tools, equipment, and training for the proper completion of all required jobs.

H. Employees shall have the right, upon request, to view the contents of their personnel file, and to be accompanied by an Association representative, if desired.

I. It is the responsibility of every employee to provide, in writing, current names, addresses, phone numbers, and certification changes to the Board.

J. The Association agrees not to engage in any illegal action or to withhold services for the purpose of influencing Board decisions in bargaining or other disagreements. The Board agrees not to engage in any lock-out of employees for the same reasons.

K. The Board agrees to allow all employees and one guest into home athletic events for free upon showing employee badge.

L. Provisions of this agreement will be retroactive.

M. Kitchen staff are expected to wear a uniform consisting of black pants and district provided shirt. 2 uniforms will be provided at the start of the school year. 2 additional uniforms will be provided mid-year. Alternatively, the district may choose to provide a clothing stipend of $225 per year for the purchase of an approved uniform.

N. Jeans may only be worn on Fridays.

O. If summer and/or any work is available, that work will be given to bargaining unit members who request it before hiring from the outside, provided that a member is available and qualified for the work. Requests for summer work must be turned into the Superintendent's Office by April 1 of each year. Final decisions for such work will be at the discretion of the Superintendent. Positions for summer help will be offered first to bargaining unit members and they will be paid at the the rate determined by administration, which will be no less than the individual's contractual hourly rate.

DURATION OF AGREEMENT AND SIGNATURES

This agreement shall become effective upon the ratification of both parties and shall remain in effect from July 1, 2024 through June 30, 2026. This agreement may be reopened by mutual agreement sixty (60) days prior to the expiration date.

Genesee Education Support Staff Assoc.	Genesee School District Board of Education
President	President
Vice President	Vice President
Negotiations Team	Secretary
Negotiations Team	Treasurer
Negotiations Team	Trustee
Negotiations Team	Trustee
Michigan Education Association	Trustee
Date	Superintendent

GENESEE ESP EMPLOYEE EVALUATION (1/2)

Name: _____ Date: _____

Position: _____ Building: _____

This evaluation is designed to be used as a tool toward the self-improvement of individual staff members. Self-improvement will result in overall job performance improvement, which will in turn result in a better work environment, a more pleasant work atmosphere, and most importantly, a better learning environment for students.

Please circle the appropriate number to indicate the measure of success in each area. Supporting remarks are recommended for all scores. Comments and suggestions are welcomed and encouraged in all areas. Comments should be as specific as possible; try to avoid vague generalities as these are not very helpful to the employee being evaluated.

ATTITUDE – maintains a positive perception of self and job. Willing to learn new equipment and procedures. A good "team player;" willing to help other members of the team.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding –

5 Comments:_____

COMPETENCE – quality of work; knows what is expected and performs well.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

DEPENDABILITY – can be counted on being in the right place at the right time to perform assigned duties.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

EFFICIENCY – produces good quantity and quality of work in keeping with job requirements and time allotment.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

INITIATIVE – willing to go beyond the standard level of job performance. Seeks out ways to improve quality and quantity of work.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

GENESEE ESP EMPLOYEE EVALUATION (2/2)

JUDGMENT – uses good decision making and problem solving processes when confronted with new situations.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

PERSONAL TRAITS – maintains personal appearance on a level appropriate to position.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

RAPPORT – good relationship with faculty, staff, students and general public.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

TECHNICAL KNOWLEDGE – knows equipment, supplies, and up-to-date procedures.

Poor – 1 Below Average – 2 Average – 3 Above Average – 4 Outstanding – 5

Comments: _____

GENERAL COMMENTS

_____

_____

_____

Satisfactory: _____ Needs Improvement _____

_____ _____

Employee Signature Evaluator Signature

_____ _____

Date Date

* Signature confirms that employee has reviewed document but does not represent agreement

on content or process.

GENESEE ESP PARAPROFESSIONAL EVALUATION (1/2)

Name: Date of Report: Assignment: Teacher:

DEFINITIONS OF RATINGS: The following definitions are used to identify the employee's level of performance.

DISTINGUISHED	(D)	Performs assigned duties in a manner indicating exceptional understanding of essential functions. Results achieved are often better than expected.
PROFICIENT	(P)	Performs assigned duties at an acceptable level through demonstrated application of skills.
BASIC	(B)	Performance in one or more areas does not meet the requirement for a Proficient rating.
UNSATISFACTORY	(U)	Improvement is required. Performance does not indicate the ability and/or willingness to produce required results.

PERFORMANCE		COMMENTS/EXAMPLES
1 Quality of Work Accurate/Thorough Consistently charts student progress Student planners/notebooks completed in professional manner Sound Judgment/Decision-making exhibited		
2 Work Habits Organized Effectively uses time Dependable Adaptable/Flexible Positive attitude Demonstrates initiative/Self-starter Completes assignments effectively		
3 Work Relationships Works well with other adult staff Contributes to the team Communicates effectively with supervisors Maintains professional boundaries with parents		

4	Work Expectations Follows procedures and school rules Complies with district safety policies and practices Demonstrates consistent attendance Maintains professional appearance and demeanor		
5	Student Interaction Helps establish and maintain a positive and challenging learning environment Fosters student independence Provides effective behavior management for assigned students Takes action when needed Supports student needs Treats students with fairness, respect, and consistency		
6	Communication Skills Writes and speaks clearly Conveys important messages to teachers and parents Maintains confidentiality in all communications		

Summary of Strengths:

Goal Areas:

Supervisor's Signature Date

Employee Comments:

Employee Signature Date

* Signature confirms that employee has reviewed document but does not represent agreement on content

or process.

GENESEE ESP GRIEVANCE REPORT FORM (1/3)

Grievance Number _____

Submit to Immediate Supervisor in

Duplicate

Level II

A. Date cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Relief Sought

Signature of Grievant Date

Signature of Authorized Association Representative Date

C. Disposition by Immediate Supervisor:

Signature of Immediate Supervisor Date

D. Disposition of Grievant and/or Association:

_____

_____

_____

_____ _____

Signature of Grievant Date

_____ _____

Signature of Authorized Association Representative Date

LEVEL III

A. Date Received by Superintendent of Schools or Designee: _____

B. Disposition by Superintendent:

_____

_____

_____

_____ _____

Signature of Superintendent Date

C. Position of Grievant and/or Association:

_____

_____

_____

_____ _____

Signature of Grievant Date

Signature of Authorized Association Representative Date

GENESEE ESP GRIEVANCE REPORT FORM (3/3)

Level IV

A. Date received by Board of Education or designee: _____

B. Disposition by Board: _____

_____

_____

_____ _____

Signature of Board Designee Date

C. Disposition of Grievant and/or Association: _____

_____

_____

_____

_____ _____

Signature of Grievant Date

_____ _____

Signature of Authorized Association Representative Date

LEVEL V

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____ _____

Signature of Arbitrator Date

GESPA Leave Request Form

BEFORE OR AFTER A HOLIDAY/BREAK
USE OF MORE THAN THREE DAYS
PROFESSIONAL DEVELOPMENT

Genesee School District

Name _____

Building/Position _____

Date(s) of requested Day(s) _____

Number of Day(s) _____

** Staff member understands that a request of three or more days is for a "once in a lifetime opportunity".

Reason for Request:

_____

_____

_____

_____ _____
Date Employee's Signature

Superintendent's Response _____Granted _____Denied

Reason for Response:

_____

_____

_____

_____ _____

Date Superintendent's Signature