March 1, 2023 through June 30, 2026

MASTER AGREEMENT

between the

St. Joseph County ISD

and the

Michigan Education Assistants Association (MEAA)

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made as of the date hereinafter set forth by and between the ST. JOSEPH COUNTY ISD, St. Joseph County, Michigan, acting by and through its BOARD of Education (hereinafter called the "BOARD") and the SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, (hereinafter called the "SMEA"), representing the bargaining unit called the MICHIGAN EDUCATION ASSISTANTS ASSOCIATION, (hereinafter called the "Association" or "MEAA").

In consideration for the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

PURPOSE

- **1.1 Purpose.** The general purpose of this agreement is to set forth terms and conditions of employment and to promote an orderly and positive relationship between the BOARD and the Association.
- **Statement of Intent.** It is the intent of the MEAA to work cooperatively with the St. Joseph County ISD BOARD in this time of educational change and restructuring. We recognize the need to find innovative and creative methods of providing quality services to the students and constituents of the district necessary to maintain the mandated continuum of services.

RECOGNITION

2.1 Recognition. The Southwestern Michigan Education Association (SMEA) has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Michigan Education Assistants Association (MEAA). The SMEA has designated MEAA as its representative for the purpose of contract administration. The BOARD recognizes the Association as the sole and exclusive collective bargaining representative of all full time and part-time non-probationary Assistant Teachers, but excluding supervisors, professional, substitutes and/or other employees of the St. Joseph County ISD for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. "Employee" refers to a bargaining unit member.

BOARD RIGHTS

- 3.1 The BOARD, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and authority and the exercise thereof conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration, the right to:
- A. Administer and control the district's facilities and equipment, and direct the operations of the district.
- B. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
- C. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
- D. Determine and provide the services, equipment and supplies necessary to continue its operation.
- E. Adopt rules and regulations.
- F. Determine and specify the qualifications/specified skills and experience of employees.
- G. Determine the number and location or relocation of its facilities.
- H. Determine the financial policies, including all accounting procedures.
- I. Determine the policies pertaining to public relations.
- J. Determine the administrative structure, its functions, authority, and the amount of supervision.
- K. Determine the criteria for the selection, evaluation, and/or training of employees.

ASSOCIATION RIGHTS

- 4.1 The "Association" and its representatives shall have the right to use ISD buildings at all reasonable hours for meetings, provided that when special custodial service is required, the BOARD may make a reasonable charge. No charge shall be made for use of instructional rooms before commencement of the scheduled workday or until 6:00 p.m.
- 4.2 The BOARD agrees that employees in the bargaining unit can use appropriate meeting room facilities and utilities with approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person the Association is responsible for making sure that the building is left locked, reasonably clean, and in the original condition except for normal use.
- 4.3 The Association as the exclusive representative of employees within the bargaining unit described in this agreement may request to use and/or have access to ISD facilities and equipment, including computers, printers, copy machines, and audio-visual 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 incident to such use.
- 4.4 The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board, one provided in each building or facility to which employees may be assigned. The Association may use the internal document delivery service of the BOARD, without U.S. Postage, including e-mail and employee mailboxes for communicating to employees.
- 4.5 The BOARD agrees to furnish to the Association in response to reasonable requests public information concerning its financial resources and expenditures, including but not limited to: annual financial reports and audits; names and addresses, seniority, and experience credit of all assistant teachers; compensation paid thereof and educational background; all budgetary information and allocations; agendas, minutes, and reports of all ISD BOARD meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of the employees. The Association shall provide to the BOARD requested information as will assist the BOARD in negotiations and grievance processing. The Association shall reimburse the district the cost for compiling and copying such information, as provided by FOIA.
- 4.6 At the beginning of every school year, the Association shall be credited with a total of thirty-five (35) hours, provided such time is taken at a minimum of 3 hour increments to be used by unit members who are officers or agents of the Association; provided, however, that the Association shall reimburse the BOARD for substitutes, if needed, at the current substitute rate for use over twenty (20) hours. Association leave shall be limited to no more than 2 employees per day. The Association President agrees to notify the BOARD in writing no less than forty-eight (48) hours in advance of taking such leave identifying the individual to be on leave. The Association shall reimburse on current basis the BOARD 100 percent of the amounts paid to Michigan Public School Employees Retirement System (MPSERS) which relate to the time a member is on Association leave.

WORKING CONDITIONS

- 5.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The BOARD shall provide adequate lounge and restrooms for employees' use at school. Work sites off the school grounds will be surveyed and appropriate accommodations made prior to assignment of staff.
- Each employee must read the State Board document, Supporting Student Behavior: Standards for the Emergency Use of Seclusion and Restraint. Staff should use proactive and effective strategies to reduce or eliminate the need for the seclusion or restraint of students. Seclusion and restraint should be used only in an emergency and require diligent assessment, monitoring, documentation, and reporting by personnel. Each employee must read the Department of Education guidelines on seclusion and restraint, and be trained in strategies to use prior to using physical force. Employees may use such physical force with a student as is necessary to protect themselves or other staff members as allowed and permitted by State Statute.
- 5.3 Employees shall be reimbursed at the current IRS rate for any mileage while conducting school business in their own vehicles. Any mileage accumulated that is in excess of traveling to the normal worksite will be reimbursed for Professional Development.
- 5.4 The BOARD shall provide without cost to the employee first aid kits which may include rubber gloves, goggles, shields, and emergency first aid items. Additional safety equipment may be requested of the BOARD as the situations may deem necessary.
- 5.5 The BOARD may provide in-service training sessions for employees. Such sessions shall be held at reasonable times and employees may provide input on in-service topics.
- 5.6 Any training/certification required by law or BOARD policy to perform an employee's duties will be provided, fully paid, by the district. This provision excludes any reimbursement for elective coursework and college coursework that may become required due to future changes in any state or federal law.
- 5.7 The BOARD will pay for professional development related to the position held outside the regularly scheduled hours at the current hourly rate, as pre-approved by the employee's supervisor.
- Any instance of assault upon an employee while in the performance of his/her duties that are reported to law enforcement shall be promptly reported to the BOARD or its designated representative. The BOARD may provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.

The BOARD shall assist the employee to obtain an investigation, prosecution and disposition of the matter by the proper law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the BOARD.

The BOARD shall reimburse an employee for loss, damage or destruction of his/her personal property up to \$200 as a result of a reported assault, if not covered by the employee's personal insurance.

EMPLOYEE RIGHTS AND PROTECTION

- Nothing contained in this Agreement shall be constructed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 6.2 The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided such activity does not interfere with the operation or efficiency of school.
- 6.3 The BOARD agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, religion, color, national origin, age, gender, marital status, height, weight, disability, or place of residence.
- **6.4** No non-probationary employee shall be disciplined without reasonable and just cause.
- An employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the BOARD. The meeting shall take place within one school day.
- An employee will have the right to review the contents of all records of the BOARD pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's file shall be limited to qualified supervisory personnel or as required by law.
- An employee will be given notification in advance of the release of any information from their personnel file requested under the Freedom of Information Act. The member will be provided the opportunity to review the contents before the release of any information and may request MEAA representation in this review. Information released will comply with the Freedom of Information Act and the Bullard-Plawecki Employee Right to Know Act.
- 6.8 No material, including but not limited to student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation or reply regarding any material, including complaints, within 10 working days and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- 6.9 The general tenets of progressive discipline will be followed. The steps are:
 - 1. Verbal;
 - 2. Written Reprimand;
 - 3. Suspension;4. Termination.

Serious infractions may result in immediate termination.

VACANCIES, TRANSFERS, AND EXTENDED SCHOOL YEAR PROGRAM

- 7.1 A vacancy is defined as a position that is unfilled after the work site assignment(s) are made by the administration and that the employer intends to fill. The administration maintains the right of assignment and to transfer employees.
- 7.2 All job postings shall be posted on the district's website and sent to all staff via email. The posting period shall be open for 5 business days. Said posting shall contain the following:
 - (a) Starting date
 - (b) Rate of pay per Master Agreement
 - (c) Number of Hours to be worked
 - (d) Minimum requirements and/or specific skills
 - (e) Application deadline
 - (f) Location of work
- 7.3 Interested employees must apply in writing to the superintendent, or designee, within the posting period. The BOARD shall notify each employee of any bargaining unit vacancies occurring when school is not in session by email and posting on the District's website, and the posting period shall be open for 7 business days for such vacancies that occur when school is not in session.
- 7.4 Vacancies shall be filled on the following criteria in order of preference on the basis of (1) the supervisor's recommendation to the Superintendent, (2) specified skills and experience, including physical qualifications, and (3) seniority. Any employee may apply for a vacancy. The Superintendent's decision shall not be submitted to arbitration under Section 15.26.
- 7.5 The Association President will be notified in writing of all postings and as to which applicant has been hired.
- 7.6 At a minimum an employee will receive five (5) workdays notice of a permanent involuntary transfer.
 - In the event that the Administration feels it is necessary to make a reassignment of any employee(s), the affected employee(s) shall be given the opportunity for Association representation and input prior to the final decision on the reassignment being made. In order to facilitate communications and collaboration, while understanding that the ISD cannot exercise control over schools that are not parties to the Master Agreement, the Board will still endeavor to inform staff and solicit input from the affected staff prior to implementing a room change or assignment changes.
- 7.7 Extended school year program will be posted by the last Monday in March. A written request of interest deadline from Assistant Teachers will be by 4:00 p.m. the third (3rd) Monday in April. Vacancies will be filled by the first (1st) Monday of May from assistants that are currently working in the program that school year and using the criteria in Section 7.4 above.

WORK YEAR, WORK WEEK, WORK DAY

- 8.1 The work year will be consistent with adopted ISD staff calendar, for performance of regular assigned responsibilities, except for those employees who may be employed to work additional days.
- 8.2 There are seven (7) paid holidays. The paid holidays shall be: Labor Day, Thanksgiving, and Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Employees must work the day preceding and following the holiday to be eligible for holiday pay unless the employee is excused by the Superintendent.
- 8.3 The normal workday for full time employees shall be at least seven (7) hours per day equal to thirty-five (35) hours per week. Some classrooms may require a longer work day. A part-time employee is one who is scheduled to work less than seven (7) hours per day. The workday hours shall be arranged by the employee's supervisor.
 - The workday schedule will include a thirty (30) minute duty-free lunch. There are occasions when student activities will require an Assistant Teacher to forgo a lunch period. On those occasions, the Assistant Teacher's workday shall end with the departure of students if they have provided proper notice to their supervisor.
- 8.4 Hours worked in excess of forty (40) hours per week will be compensated in accordance with the Fair Labor Standards Act (FLSA).

SENIORITY

- 9.1 Seniority shall be defined as the length of service based on most recent date of hire within the district. Accumulation of seniority shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. Employees hired on the same date will have seniority ranked by the numerical value of the last 4 digits of their Social Security Number, with higher values ranked above lower.
- 9.2 Part-time employees shall accrue seniority on a pro-rated basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their established employment date.
- 9.3 The BOARD shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) work days after the effective date of the Agreement with revisions and updates prepared and posted semi-annually thereafter. Employees may file objections to the list within fifteen (15) days of posting the list. Thereafter the list shall be final and conclusive. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.
- **9.4** Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- 9.5 Probationary Employee. A probationary employee is one who is employed to fill a full-time or part-time position for a trial period of one hundred twenty (120) work days. At the close of this probationary period, the supervisor or building principal, shall review an evaluation with the probationary employee, and indicate whether or not he/she is going to recommend his/her continued employment. Probationary employees may be discharged at any time with or without cause and without recourse through the grievance process.
- 9.6 Substitute Employee. An employee who is employed to fill a full time or part time position on a per diem basis while a regular employee is on approved leave. Substitutes may work up to sixty (60) work days for employees on leaves or for evaluating student placement. The sixty (60) days may be extended by mutual agreement of both parties.

LAYOFF AND RECALL

- 10.1 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or program reduction, or decrease in need of the work force.
- 10.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff.
- 10.3 In the event of a necessary reduction in the work force, the Board shall first layoff off probationary employees, then the least seniored employees, provided the retained employee has the specified skills, ability (including physical ability), qualifications and experience to perform duties of the position. In no case shall a new employee be employed by the Board while there are laid off employees who have the specified skills and experience, ability (including physical ability), qualifications and experience for a vacant or newly created position.
- 10.4 In the event of a reduction in the work hours, employees with the greater seniority may use the same to maintain his/her normal work schedule by displacing employees with less seniority on the work schedule provided the more senior employee has the specified skills, ability (including physical ability), qualifications and experience to perform the duties of the position. No reduction in work force or hours shall result in the elimination of full time positions when two or more part time positions exist. In no case shall a reduction of any employee's work hours take effect until five (5) workdays after written notice to the affected employee(s) is given by the Board.
- 10.5 A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental, vision, and life insurance benefits by paying regular monthly per subscriber group rate premium for such benefits according to insurance policy regulations.
- 10.6 Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they have the specified skills and experience, ability (including physical ability), qualifications and experience.
- 10.7 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the ISD's records. The recall notice shall state the time and date on which the employee is to report back to work, and the date/time by which the employee is to confirm whether or not they plan to return. It shall be the employee's responsibility to keep the BOARD notified as to his/her current mailing address.
- 10.8 A recalled employee shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday, and Holidays, to report to work. The BOARD may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the ten (10) day period.
- 10.9 Employees recalled to full-time work for which they have the specified skills and experience are obligated to take said work. An employee who declines recall to full-time work shall forfeit his/her seniority rights.



JOB DESCRIPTION

11.1 "Assistant Teacher" refers to personnel who provide instructional/training services designated by a teacher and/or supervisor employed by the St. Joseph County ISD. Assistants may function independently in a classroom or in the community providing services to students consistent with the job description. If the job description is amended, employees will be provided copies and posted on the ISD website once approved by the administration.

SICK LEAVE

- a.) Ten (10) sick leave days will be granted to each employee at the beginning of the school year. If an employee leaves prior to the end of the school year, the sick leave is prorated at 1 day per month. No more than one hundred fifteen (115) unused sick leave days may be carried forward to a new school year. Proper call in procedures and automated reporting system requirements will be utilized in the event of an illness or injury. Medical verification of injury or illness may be required by the administration. Improper use of sick leave is grounds for being "on leave without pay", and may also be grounds for dismissal.
 - b.) An employee working during the extended school year program shall have the option to use one (1) day of accumulated sick days, if necessary.
 - c.) An employee working during the extended school year program will earn one (1) sick day for every nineteen (19) days worked and can be used during the summer or will be added to the new school year sick day allotment.
 - d.) An employee who would like to use up to 6 accrued (sick time carried forward from previous school years) sick days per school year could do so only during the Spring Break week and Christmas holiday weeks. This would be up to 2 accrued days during Spring Break week and up to 4 accrued sick days (2-first week and 2-second week) during the Christmas weeks. This will begin March 2023.

This time must be entered into the time off software prior to Spring Break week and Christmas weeks which would then be automatically entered onto the employee's timecard for payment in that payroll. Any notification after Spring Break week or Christmas weeks will not be allowed or approved for any reason.

e.) Upon retirement with MPSERS, an employee shall be paid eighty dollars (\$80.00) per day for twenty-five percent (25%) of his/her accumulated sick days up to a maximum of twenty-five (25) days.

Example:

Accumulated days as of retirement notice: 115 days x 25% = 28.75 days (maximum is 25 days) 25 days x \$80.00 = \$2,000 paid to the employee after verification of retirement with MPSERS

- 12.2 Absences ordered and approved by the BOARD due to student caused infestation incurred in the course of the employee's employment shall not be charged against the employee's sick leave days up to 3 days.
- 12.3 The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:
 - (a) If sick leave is used for qualifications under FMLA, then these days shall not exceed forty-five (45) workdays per contract year. Additional utilization of accumulated sick leave for FMLA may be granted at the discretion of the Superintendent and all requests must be in writing.

If sick leave is needed for reasons other than FMLA qualifications for immediate family (defined as husband, wife, children, father, father-in-law, mother, mother-in-law) illness, then employees shall not exceed (10) workdays per contract year. Additional utilization of accumulated sick

leave for this reason may be granted, at the discretion of the Superintendent and all requests must be in writing.

- (b) In accordance with the Michigan Paid Medical Leave Act (PMLA), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid medical leave for any of the following for the employee or family member:
 - 1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
 - 2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
 - 3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average of at least 25 hours per week during the immediately preceding calendar year.

- (c) In the event an employee uses all of their accumulated sick leave, they may borrow up to five (5) days from their following year's allotment with the approval of the Superintendent. Permission to borrow sick leave is contingent upon the employee's continuing employment with the St. Joseph County ISD, otherwise the employee will be asked to pay for the sick days borrowed.
- **12.4** Sick leave will be deducted in hourly increments.

OTHER PAID OR UNPAID LEAVES

PAID LEAVES

- 13.1 Personal Business Leave. At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for the employee's personal business. An employee planning to use a personal business day or days shall request it at least five (5) days in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Personal business days shall be used for the purpose of conducting personal business which cannot be transacted on the weekend or after school hours. Unused personal days shall be rolled into sick days at the end of the school year.
- **13.2 Jury Leave.** Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid the difference between her/his full salary and the remuneration for such services.
- **13.3 Professional Development.** Employees may request to attend a workshop or professional development in-service program with pay. Such request should be submitted to their immediate supervisor at least five (5) days in advance. An assistant teacher attending such professional in-service workshops may request reimbursement for actual expenses incurred.
- **13.4 Bereavement Leave.** Absence because of the death of a member of the immediate family, to include mother, step-mother, mother-in-law, father, step-father, father-in-law, husband, wife, children, step-children, brothers, step-brothers, brothers-in-law, sisters, step-sisters, sisters-in-law, grandparents, grandparents-in-law, and grandchildren shall not exceed five (5) working days.

Additional bereavement leave may be granted at the discretion of the Superintendent beyond the five (5) days, but such leave shall be deducted from the employee's accumulated sick leave. Absence due to the death for other than the immediate family shall be treated as personal business requests.

Assistant Teachers who have been awarded an extended school year program contract may utilize bereavement leave as defined in this section.

- 13.5 Absences without approval are unpaid and may be subject to steps of progressive discipline.
- 13.6 Family Medical Leave Act. Family leave shall be in accordance to Federal Family and Medical Act of 1993 and any subsequent changes of the law. If an employee fails to return to work the employee shall repay the cost of the insurance premium contributions and/or cash in lieu payments made by the employer within ten (10) days of the employer's demand for repayment. Paid leave shall be concurrent with FMLA.

UNPAID LEAVES

13.7 Other Leaves

Special leaves, with or without fringe and financial benefits may be granted by the BOARD in situations not specifically covered elsewhere in this Agreement. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the BOARD. An employee returning from a leave without pay (other than those described elsewhere in

this Agreement) shall not advance on the salary schedule unless the employee worked for at least one hundred and twenty (120) days during the school year when the leave began.

13.8 Military Leave

Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for his/her time in service, not to exceed one year's credit.

EMPLOYEE EVALUATIONS

- **14.1** An evaluation procedure shall be developed by the Administration in consultation with representatives of the bargaining unit.
- 14.2 If changes in the attached evaluation forms are contemplated, the Administration and the Association will mutually develop the new forms. They will be made available to all employees at least thirty (30) workdays prior to when they are to be utilized. All evaluations will be written and a copy given to the employee within ten (10) days of the evaluation. If the immediate supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as an identification of the specific ways in which the employee is to improve, and of the assistance to be given by the administration towards that improvement.
- 14.3 Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires, within twenty (20) work days of receipt of the evaluation. All written evaluations are to be placed in the employee's personnel file.
- 14.4 An evaluation of non-probationary employees will occur at least every other year. All written evaluations will be completed by May 30 of the current school year.
- 14.5 In the event an employee is terminated, the BOARD will advise the employee of the specific reasons. The Association President will be notified of the employee termination.
- 14.6 Anytime an employee or their supervisor feels there is a need for additional support, training may be offered based on the need.

GRIEVANCE PROCEDURE

The BOARD and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the BOARD, Employees and the Association. The BOARD and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

15.1 DEFINITION

A claim by an employee or the Association that there has been a violation, of this contract may be processed as a grievance as hereinafter provided.

Grievance procedure shall not apply to: (1) discipline or dismissal of any probationary employee, (2) content of member evaluations, (3) assignment of staff, (4) any matter for which there is an alternate forum including MERC, MDCR, EEOC, OSHA, etc. (5) any provisions of the Agreement which contains an express exclusion from this procedure.

15.2 HEARING LEVELS

15.21 INFORMAL LEVEL

In the event that a unit member or the Association believes a grievable incident has occurred, the member of the Association shall request a meeting with the supervisor involved within ten (10) working days of the occurrence of such grievance incident. If the grievant is dissatisfied with the result of the meeting with the supervisor the claim may be formalized in writing as provided in Level 1.

15.22 FORMAL LEVEL 1

If the claim to a violation of this contract is not resolved at the informal level, a formalized grievance may be submitted, in writing, within ten (10) working days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Superintendent. Within ten (10) working days of the receipt of the grievance, a written decision shall be forwarded to the grievant(s) and the Association President.

The written grievance shall include:

- 1. Signature and date of grievant.
- 2. Date of alleged violation.
- 3. Specific facts upon which grievance is based.
- 4. Cite the Article and Section of Contract of alleged violation.
- 5. Specific relief requested.

15.23 FORMAL LEVEL 2

If the grievance has not been settled at Level 1 and the grievant wishes to appeal, such request shall be made to the Superintendent in writing within five (5) working days after receipt of the written decision at Level 1. Within ten (10) working days, the Superintendent shall give a written response to the Grievant. No amendment to a grievance shall be made beyond Formal Level 2.

15.24 FORMAL LEVEL 3

If the grievant wishes to appeal to the BOARD, such request shall be made to the Superintendent in writing within ten (10) working days. The BOARD of Education or its designee shall review the grievance at its next regularly scheduled BOARD meeting. Such meeting will be public at the request of the grievant.

A written decision shall be given by the BOARD or its designee within ten (10) working days after the date of the review meeting.

15.25 FORMAL LEVEL 4

If, within ten (10) working days of the BOARD decision, the grievance is not satisfactorily resolved, the parties may request the services of a state mediator. The use of a mediator must be mutually agreed to by both parties. If the grievance is not settled through the utilization of a state mediator, the grievance can be advanced to FORMAL LEVEL 5 within ten (10) working days of the most recent mediation session.

15.26 FORMAL LEVEL 5

Either the BOARD of Education or the Association has the right to submit grievance to arbitration if resolution is not reached at Formal Level 3 or 4. The following procedures shall be followed:

- 1. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceedings.
- 2. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitability.
- 3. Evidence, not previously disclosed, shall not be permitted.
- 4. Each party shall share equally in expenses associated with arbitration of this grievance and is responsible for the cost of the party's own witnesses.
- 5. Powers of the Arbitrator:
 - A. Shall not alter nor modify the terms of this Agreement.

- B. Shall not render a decision nor rule on any provision expressly excluded from the grievance procedure.
- C. May award back pay, if appropriate, up to but not more than fifty (50) working days of the occurrence of the grievance.
- 15.27 "Working Days" shall be defined as days when the administrative office is open.
- **15.28** Timelines at each grievance level may be extended by mutual agreement of both the Employer and the MEAA.

PAYROLL DEDUCTIONS

- 16.1 Upon appropriate written authorization from the employee, the BOARD shall deduct from the salary of any such employee and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities); MASB Set-Seg programs not fully BOARD-paid, credit union, or any other plans or programs approved by the BOARD.
- 16.2 All employees in this Agreement will be paid bi-weekly with each pay following the processing of a submitted and accurate bi-weekly time sheet. Hourly wages are set forth in Schedule A which is attached to and incorporated into this Agreement. Payroll will be by direct deposit as per employee declaration of depository.
- 16.3 An employee that meets the requirements for being a substitute teacher and agrees to substitute for their classroom teacher or another teacher will be compensated twenty-five dollars (\$25.00) additional pay per day.

If an Assistant Teacher is asked to sub as a Teacher, the Assistant Teacher has the right to decline the position.

The ISD will pay the \$45.00 sub permit fee for each Assistant Teacher that is qualified to sub as a Teacher. The Assistant will pay the fee and the ISD will reimburse up until the end of the contract year with a copy of the paid receipt.

If an Assistant Teacher leaves prior to the end of the school year, the permit fee will be deducted from their paycheck.

MISCELLANEOUS PROVISIONS

- 17.1 Copies of this Agreement shall be duplicated by the BOARD of Education and provided to each member of the bargaining unit.
- 17.2 Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled work days during the school year and days that the administration offices are open for business during the summer.
- 17.3 Employees hired prior to March 31, 2005 will not be required to meet the Every Student Succeeds Act (ESSA) best practice guidance as it pertains to paraprofessionals. Further, those employees shall not be deprived of any of the rights, provisions, or benefits contained in the Master Agreement as a result of not meeting this NCLB qualification status.

Employees in a Title I building must meet the requirements of ESSA, regardless of date of employment.

All new hires must meet the requirements of one of the following within ten (10) work days of employment:

- Earned 60 semester credit hours from an institution of higher education, or
- Earned an associate's degree or higher, or
- Successfully complete an approved formal assessment

The 10-day timeline for meeting the ESSA requirements may be extended upon mutual agreement of the Superintendent and the Union President. However, an employee may not work in a Title I building until one of the above-listed requirements is met.

17.4 If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

SEPARABILITY

- 18.1 If any provision of this Agreement or any application of this Agreement to any employee or employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law; but all other provisions or applications shall continue in full force and effect.
- 18.2 It is further agreed that within thirty (30) working days of notification of a final and binding determination of such illegality, the BOARD and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

CONTINUITY OF OPERATION

19.1 In the best interest of serving children within St. Joseph County ISD, the Association and the BOARD subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the educational program.

Accordingly, the Association and each employee agrees that during the term of the Agreement, they will not direct, instigate, participate in, encourage or support any strike against the BOARD or any withholding of service by any employee of group or employees.

The BOARD of Education likewise agrees not to participate in a lockout of employees.

The BOARD of Education shall have the right to reschedule and require employees to make up, at the end of the year, all work time lost due to circumstances beyond the BOARD's control, except those forgiveness hours (snow & fog days) allowed by the State Board of Education, rule or law.

DURATION

20.1 This Agreement shall be effective as of March 1, 2023 and shall continue in effect until June 30, 2026.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of February, 2023.

ASSOCIATION:	BOARD AND ADMINISTRATION:
Karrie Frederick, President	Teresa L. Belote, Superintendent
Lahra -	Kelli R. Dochnix
Leah Campos, Team Member	Kelli Dechnik, Director of
today tann	Finance & Operations Mind Bousse
Becky McCann, Team Member	Miranda Bourassa, HR & Communications Manager
Km Paulk	
Kim Pavek, Team Member	

APPROVED BY ST. JOSEPH COUNTY ISD BOARD OF EDUCATION:

Elizabeth O Jeul	2/20/2023
Elizabeth O'Dell, BOARD President	Date

SCHEDULE A

SALARY

BASIC COMPENSATION:

The basic compensation shall be as set forth on Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

New employees will be placed on the Starting Level of the salary schedule.

Assistant Teachers Salary Schedule

Wages will be as follows:

- 22-23: May 2022 LOA changed starting rate: \$14.00/hr (Current staff add \$1.25/hr)
- 22-23: March 2023 to change starting rate: \$15.00/hr (Retro current staff to add \$1.00/hr)
- 23-24: Starting rate: \$16.00/hr (Current staff add \$1.55/hr)
- 24-25: Starting rate: \$16.48/hr (Increase of 3% to starting rate and all hourly amounts)
- 25-26: Starting rate: \$16.97/hr (Increase of 3% to starting rate and all hourly amounts)

Mar 2023

	22-23	23-24	24-25	25-26
Starting	\$15.00	\$16.00	\$16.48	\$16.97
Current Empl	oyees			
Changes by	Year	+\$1.55	Inc. 3%	Inc 3%
Example 1	\$15.00	\$16.55	\$17.05	\$17.56
Example 2	\$15.20	\$16.75	\$17.25	\$17.77
Example 3	\$15.41	\$16.96	\$17.47	\$17.99
Example 4	\$15.62	\$17.17	\$17.69	\$18.22
Example 5	\$15.84	\$17.39	\$17.91	\$18.45
Example 6	\$16.05	\$17.60	\$18.13	\$18.67
Example 7	\$16.27	\$17.82	\$18.35	\$18.91
Example 8	\$16.50	\$18.05	\$18.59	\$19.15
Example 9	\$16.73	\$18.28	\$18.83	\$19.39
Example 10	\$16.96	\$18.51	\$19.07	\$19.64
Example 11	\$17.19	\$18.74	\$19.30	\$19.88
Example 12	\$17.43	\$18.98	\$19.55	\$20.14
Example 13	\$17.68	\$19.23	\$19.81	\$20.40
Example 14	\$17.92	\$19.47	\$20.05	\$20.66
Example 15	\$18.17	\$19.72	\$20.31	\$20.92
Example 16	\$18.43	\$19.98	\$20.58	\$21.20
Example 17	\$18.69	\$20.24	\$20.85	\$21.47
Example 18	\$18.95	20.50	\$21.12	\$21.75
Example 19	\$19.22	\$20.77	\$21.39	\$22.03
Example 20	\$19.49	\$21.04	\$21.67	\$22.32
Example 21	\$19.76	\$21.31	\$21.95	\$22.61

Example 22	\$20.04	\$21.59	\$22.24	\$22.90
Example 23	\$20.34	\$21.89	\$22.55	\$23.22
Example 24	\$21.20	\$22.75	\$23.43	\$24.14
Example 25	\$21.87	\$23.42	\$24.12	\$24.85
Example 26	\$22.55	\$24.10	\$24.82	\$25.57
Example 27	\$24.61	\$26.16	\$26.94	\$27.75
Example 28	\$25.97	\$27.52	\$28.35	\$29.20

No change to the longevity years and amounts as listed under Schedule A – Supplements to the Salary

Assistant Teacher title and all benefits apply to all new hires.

If there are decreases in State or Federal funding that impact the ISD operational budget, the Superintendent will contact the Union President to re-open negotiations regarding the salary increases.

SUPPLEMENTS TO THE SALARY:

- 1. Extended School Year Program wages shall be paid consistent with the effective salary schedule. Employees shall be paid at their current hourly rate of pay for mandated summer school year work.
- 2. New employees will be reimbursed the cost of any pre-employment checks (fingerprinting, etc.) upon completion of their probationary period. It is the employee's responsibility to submit a request to the Business Office after the probationary period. This request must be in writing and submitted the same school year as their hire date.
- 3. Longevity effective September 1 each year.

After 5 Years of Employment	Additional \$0.10 per hour
10	Additional \$0.20 per hour
15	Additional \$0.30 per hour
20	Additional \$0.40 per hour
25	Additional \$0.50 per hour

SCHEDULE B

INSURANCE BENEFITS

A. Each employee who enrolls shall receive the insurance benefits described below.

Effective July 1, 2020, the BOARD will provide health and prescription insurance. The Board's contribution, effective July 1, 2020, shall be:

One-person \$ 608.71 per month per person
Two-person \$ 1,273.00 per month per person
Family \$ 1,660.12 per month per person

(Collectively the "Monthly Contributions")

During this contract, the monthly amount shall be adjusted each plan year (July 1) as provided by PA 152.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following total monthly amounts (minus any deductions listed below) paid per eligible Employee.

The Board's total contribution shall be paid toward premium costs and other costs but shall not exceed the above amount. Any cost greater than the Board's contribution inclusive of deductibles, payments into health reimbursement accounts used or health care costs, or health insurance related taxes, fees, or assessments shall be paid by the employee by payroll deduction. The Monthly Contributions are subject to change pursuant to Public Act 152 of 2011. The Board shall confer with the Association regarding changes to the contributions.

- B. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. The Employee contributions shall be withheld to the extent practical, in equal amounts, from Employee paychecks. Changes in family status, rate increases or lack of summer withholdings may cause this amount to vary.

To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the date of the second payroll of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right

to make Health Care deduction of any amounts due from the Employee's wages above the Board's hard cap and shall be held harmless from any liability arising from the deduction.

- D. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- E. Unless otherwise noted within this Agreement, or as required by law or regulation, such as FMLA, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA)
- F. Employees may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- G. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder, or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuming completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).
- H. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- I. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance on the 90th calendar day after hire. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions, or PAK B and cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District).
- J. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

If an employee is in arrears for health insurance contributions, the Board reserves the right to cease the insurance.

Health: The MEAA may select the carrier and specifications for health and prescription coverage, subject to Board review.

Current Coverage:

PLAN/PAK A: WMHIP

Option 1:

\$500/\$1000 In Network \$1000/\$2000 Out of Network

\$10 Office Visit/\$25 Emergency Care

RX: \$10/\$40/\$40

Option II:

\$250/\$500 In Network \$500/\$1000 Out of Network \$20 Office Visit/\$25 Emergency Care

RX: \$10/\$40/\$40

Option III:

\$1000/\$2000 In Network \$2000/\$4000 Out of Network \$20 Office Visit/\$50 Emergency Care

RX: \$10/\$40/\$40

Option IV:

\$2000/\$4000 In Network \$4000/\$8000 Out of Network

Office Visit 100% after ded/Emergency Care 100% after ded

RX after ded: \$10/\$40/\$40

Options I, II, III, and IV include:

Vision: VSP 2 Silver

Dental: Delta Dental 100/75/75/75:1500/1000 2 Cleanings/year

Life: \$20,000/PAK AD&D \$20,000

LTD: 66% Max \$6000

Max Benefit: \$6000/Minimum Benefit 5%

Max Monthly Salary \$9000 60 Calendar Days Modified Fill Alcohol/Drug: 2 Year Limitation Mental/Nervous: 2 Year limitation

Own Occupation: 3 Years

PLAN/PAK B: For those not electing health insurance Dental, Vision, Life, and LTD same as above

Half time employees may opt to take health insurance on a prorated basis.

L. Full-time employees that choose not to take the health and prescription insurance will receive cash in lieu of health stipends in the amount of the current yearly single CAP rate (ex: 22-23 as of March 2023 would be \$608.71 per month). This option is only available to assistant teachers that submit proof of health insurance coverage from another source (covered under spouse's policy, etc.)

M.	Full time Assistant Teachers become eligible by the Affordable Care Act.	ble for benefits on their	r first day of employment a	as required

APPENDIX A

MEAA/SJCISD GRIEVANCE FORM

Name of Grievant(s)	Grievance Number
Date Cause of Grievance occurred	Date Informal Level Meeting occurred
FORMAL LEVEL 1: Specific statement of grievance:	
Section(s) of Master Agreement alleged to have bee	en violated:
Relief Sought:	
Date filed with Supervisor Signa	ature of Grievant
Supervisor's Response to Formal Level 1 Grievance	e:
Date of Response Supervisor's Signature/Title	

FORMAL LEVEL 2: Date filed with Superintendent _____ Superintendent Response to Formal Level 2 Grievance: Date of Response _____ Signature of Superintendent ____ **FORMAL LEVEL 3** Date filed with Superintendent requesting Board Hearing Date of Board Level Hearing Board Response to Formal Level 3 Grievance: Date of Response Signature of Board President **FORMAL LEVEL 4** Superintendent/Board requests the services of a state mediator? Yes ______ No _____ Date _____ Signature of Superintendent/Board President _____ Association requests the services of a state mediator? Yes _____ No ____ Date _____ Signature of Association Representative ____ FORMAL LEVEL 5 Superintendent/Board is submitting grievance to arbitration? Yes No Date _____ Signature of Superintendent/Board President _____ Association is submitting grievance to arbitration? Yes _____ No ____ Date Signature of Association Representative

APPENDIX B

EMPLOYEE EVALUATIONS RUBRIC

ST. JOSEPH COUNTY ISD ASSESSMENT

Assistant Leacher	Category: Job	Teacher Support
Supervisor	Title:	Assistant Teacher
TBD		SAMPLE
		Supervisor Title:

Due Date.										
Directions	•		1		2				Cooperative	
	A. Evaluations will be scheduled in accordance with the Master		Self			Cooperative			/e	
Agreement.		Assessment			Assessment				Comments	
agreeable date accordance wi	to be completed with the Evaluator at an and time. Evaluations will be scheduled in the Master Agreement. vill be returned to the individual and placed in nel file.	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	
· ·	QUIREMENTS (POLICY)									
A.	Maintains confidentiality of activities within programs or district.									
В.	Attends, on time, required meeting, inservices, programs, seminars, and workshops.									
C.	Attendance - follows building policy.									
D.	Follows administrative directives as provided by verbal and/or written memorandum.									
E.	Does not extend allotted breaks and/or lunch time.									
F.	Personal appearance is consistent with policy.									
G.	Maintains security and inventory of equipment and materials.									
H.	Adheres to district safety policy.									
II. JOB PE	RFORMANCE									
A.	COMMUNICATIONS AND INTERPERSONAL RELATIONSHIPS									
1										
2	secretaries, etc.)									
3	writing and speaking.									
4	other personnel.									
5	procedure.									
6	Effectively deals with difficult and/or crisis situations.									
B.	MANAGEMENT AND ORGANIZATION									
1	Completes assignments accurately, within expected time frame.									
2	Completes assignments without constant supervision.									

Directions:		1	L			2	2		Cooperative
A. Evaluations will be scheduled in accordance with the Master Agreement.		Self			Cooperative			ve	Comments
	As	sess	sme	nt	Assessment		Assessment		- Comments
B. Section 2 is to be completed with the Evaluator at an agreeable date and time. Evaluations will be scheduled in accordance with the Master Agreement. C. Final copy will be returned to the individual and placed in	Exceeds Expectations	Meets Expectations	Needs Improvement	Does Not Meet Expectations	Exceeds Expectations	Meets Expectations	Veeds Improvement	Does Not Meet Expectations	
his/her personnel file.	ш		_		ш	_			
3 Assists other personnel when needed.									
4 Follows through on commitments.									
5 Prioritizes work accurately.									
6 Conserves supplies.									
7 Maintains working area and equipment.									
8 Shares knowledge with others.									
C. PROBLEM-SOLVING									
Makes logical and correct decisions in solving problems.									
D. LEADERSHIP									
Participation in discussion to improve district procedures.									
2 Assists in initiating new procedures.									
3 Effectively represents the ISD in community activities									
ISD PERFORMANCE RESPONSIBILITIES:									
E. INSTRUCTIONAL RESPONSIBILITIES									
PER JOB DESCRIPTION									
F. SUPERVISORY RESPONSIBILITIES									
PER JOB DESCRIPTION									
G. PHYSICAL ASSISTANCE RESPONSIBILITIES									
PER JOB DESCRIPTION									
H. NON-INSTRUCTIONAL RESPONSIBILITIES									
PER JOB DESCRIPTION									

Employee's Signature Date Assessor's Signature Date

RATING GUIDELINES

EXCEED EXPECTATIONS:

Exceed major expectations of the job description.

MEETS EXPECTATIONS:

Meets expectations of the job description.

NEEDS IMPROVEMENT:

Needs improvement to meet the minimum requirements of the job description

DOES NOT MEET EXPECTATIONS:

Does not meet minimum expectation of the job description.

Improvement Plan is needed. (see attached)

Re-assessment needs to be done in 30 days.

Termination could result.