

## Tentative Agreement - Lansing School District and LEA

### ARTICLE I: RECOGNITION

A. Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Michigan Education Association/National Education Association (MEA/NEA), through its local affiliate, the Lansing Educational Assistants (LEA), as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended. For the term of this Agreement of all employees of the Board included in the paraprofessional (LEA) bargaining unit are described below and in Appendix A:

1. ABE Instructional Assistants
2. Adult Education Instructional Assistants
3. Attendance Assistants
4. Babysitting Assistants
5. Band Assistants
6. Bilingual Assistants
7. Breakfast Supervision Assistants
8. Cafeteria Assistants
9. Cashier Assistants
10. Child Care Giver Assistants
11. Child Care Giver Trainee Assistants
12. Clerical Assistants
13. Clinic Assistants
14. Community Relations Assistants
15. Community School Support Assistants
16. Hearing Impaired Assistants
17. Home School Coordinator Assistants
18. In-School Suspension Assistants
19. Instructional Assistants
20. Interpreter Assistants
21. Library Work Assistants
22. Life Experience Assistants
23. Lunchroom Supervision Assistants
24. Materials Consultant Assistants
25. Math Assistants
26. Media Assistants
27. Media Technology Assistants
28. Music Assistants
29. Noon Supervision Assistants
30. Nurse Assistants
31. Pianist Assistants
32. Program Assistants
33. Program Teacher Assistants
34. Reading Assistants
35. Recruitment/Retention Assistants
36. Special Education Assistants
37. Staff Assistants

38. Supportive Staff Assistants
39. Teacher Assistants
40. Therapy Assistants
41. Work Study Assistants
42. Child Development Assistants
43. Behavioral Assistants

B. Excluding:

1. All Supervisory Personnel
2. All other Lansing Board of Education employees, including student employees.
3. Substitute Assistants and Volunteers

The terms LEA and/or Association shall refer to the above-named organization. The terms "Assistant" and/or "Paraprofessional" may be used interchangeably by the parties to refer to employees in the bargaining unit described above.

<b>ARTICLE VII: WORKING CONDITIONS</b>
--

A. Responsibilities: Teacher Assistants may not be given full responsibility for instruction or for planning academic instruction. However, Assistants may be required to plan activities, select from among activities which have been pre-approved by a teacher, program manager or curriculum specialist, or perform similar duties. Exceptions shall be granted to certificated Assistants who are asked to substitute for teachers in emergency situations. No Assistants shall be required to perform personal errands and tasks for other members of the staff.

B. Calendar: the 2012-2013 Calendar, Letter of Agreement and Addendum is attached hereto as Appendix E.

**As negotiated Tuesday September 11, 2012 TWO SEPARATE CALENDARS, ELEMENTARY (SCHOOLS THAT INCLUDE Pre-K through 3<sup>rd</sup> grade, 4<sup>th</sup> -6<sup>th</sup> grade and pre-K through 8<sup>th</sup> Grade) AND SECONDARY (Grades 7- 12 and grades 9-12).**

C. Work Schedule: By September 15<sup>th</sup> of each year, or as soon thereafter as practical, the District shall provide each Assistant with his/her work schedule for the balance of his/her work year. An Assistants' work schedule will include one (1) Professional Development Day [six (6) hours] or its equivalent [i.e., three (3) two- (2) hour periods] at the Assistant's regular rate of pay.

~~D. Pre-Student Work Day: Instructional Assistants (Appendix A, Classification I) in State and Federally funded compensatory education programs will be scheduled to start the work year on one day before the first student attendance day, at their regular hourly rate for all hours worked. The Building/Program Administrator will determine how the pre-student workday will be used (inservice, working with supervising teacher, etc.) This scheduling provision shall not be interpreted as increasing or guaranteeing the number of scheduled workdays per year.~~

D. Lunch Periods: Assistants working five (5) hours or more shall be entitled to a duty free

thirty- (30) minute uninterrupted lunch period except where program dictates otherwise. **In the event that the program dictates otherwise and the Assistant is not provided with a duty free thirty (30) minute uninterrupted lunch period, the Assistant shall receive an additional fifteen (15) minute rest period to be taken within the Assistant's requisitioned hours.**

A normal work assignment shall be established for each Assistant. A normal workday shall not exceed eight (8) hours, and a normal workweek shall not exceed forty (40) hours.

All work in excess of the normal schedule must be authorized in advance by the appropriate administrator. Overtime rates of time and one-half shall be paid for hours beyond forty (40) in any one week.

E. Rest Periods: A paid rest period of fifteen (15) minutes shall be allowed each Assistant for each four- (4) hour work period. If the day's work period assignment is for seven (7) hours or more, the Assistant shall be entitled to two (2) paid rest periods of fifteen (15) minutes each. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

F. Closing of School—Act-of-God/Inclement Weather:

1. On days when schools, or the specific building or program to which an Assistant is assigned, must be closed because of inclement weather, Assistants assigned to the affected schools, buildings or programs will not be required to report. Absences on such days shall not result in deduction from sick leave or salary, if the District is not required to reschedule the lost pupil instruction days. (Example: If the District schedules 180 pupil instruction days, and if the State requires that a minimum of 178 instruction days be held, the first two inclement weather days will not result in a loss in pay or deductions from the employee's sick leave.)
2. Should the District find it necessary to close school due to inclement weather during the school day, Assistants will be excused by the administrator as soon as they have completed their responsibilities, including supervision of students.
3. If the District is required to reschedule pupil instruction days lost due to conditions not within the control of the school authorities; such as, severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities; the District shall be entitled to reschedule such days and employees shall be required to report for work on such rescheduled days.

It is understood and agreed that the rescheduling of days may vary from one level or one building to another dependent on the number of instructional days provided for each level or building.

On such days when pupil instruction is not provided, Assistants will not be required to report to work and will not be paid. Assistants who report for work on the rescheduled day(s) will be paid as if it were a regularly scheduled work day(s).

4. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year

(associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the Assistant works those instructional days at a later time, the Assistant will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the Assistant for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:

- a. The total of unemployment compensation plus wages earned by employment in the District shall not be below that which the Assistant would have received had there not been any instructional days canceled for such reasons.
- b. The total of unemployment compensation plus wages earned through employment in the District shall not be less than the Assistant's regular wages from the same or similar period during the preceding school year.

G. Summer Assignments: Assistants shall normally be assigned to work during the regular school year. Summer school assignments are at the discretion of the Board.

In selecting Assistants for summer assignments, the building/program administrators will consider all of the following factors: availability for the entire summer assignment, current building or program assignment, current successful assignment in the same classification with same or similar responsibilities, previous successful experience in the summer assignment, relative seniority, and other factors establishing qualifications. Available, qualified Assistants from within the building or program will be considered prior to Assistants from other buildings or programs.

Building and program administrators will notify the Human Resources Office when they have determined the need to go outside their building/program to staff summer programs. (See Letter of Agreement re: District-wide Summer School Postings.)

- H. Overload Pay: When an Assistant(s) has to assume additional work responsibilities as the result of the District being unable to obtain a substitute for an absent Assistant or an Assistant absorbs the duties and/or substitutes for an individual from another bargaining unit or work classification in addition to his/her normal duties, the Assistant(s) assuming the additional work responsibilities, for forty-five (45) minutes or more, will receive overload pay of \$3.50 an hour, subject to a maximum hourly overload cost of the current substitute rate, equally divided among affected Assistants.
- I. Volunteer Programs: The Board shall annually notify the Association (by October 31st) of any anticipated volunteer programs and volunteer usage within the District buildings.
- J. Food Service Review: Cashier Assistants and Supervision Assistants may request of the Food Service Department a review of the hours allocated for their assignments in the Fall (by October 31) and/or when there are significant changes in the responsibilities during the school year. The parties may allow for reviews at other times by mutual agreement.
- K. Telephone Access: The District will provide Assistants access to a District telephone in each building location. Such telephone shall afford the Assistant adequate privacy.

- L. Test/Certificate/Training Funding: The District shall pay the cost of any test or special certificates which are required of an Interpreter Assistant to maintain his/her assignment. Similarly, Child Care Assistants who are required by law to maintain a Child Development Associate Certificate as a condition of their employment will be reimbursed for the initial cost of such certificate up to one hundred dollars (\$100.00) and up to fifty dollars (\$50.00) for the cost of each renewal thereafter. The Association is not precluded from addressing this issue for other Assistants, in the event they are subsequently required by law to maintain a special certificate to hold a current position. This provision shall not be interpreted as applying to training or registry fees. The District will also pay the cost for Educational Testing Services or Work Keys in order to ensure compliance with NCLB.

**Effective December 1, 2012, the following paragraph within Section L shall be deleted in its entirety.**

~~Additionally, the District shall provide a \$6,000.00 annual training fund for Assistants to utilize on a first come basis to enroll in course work related to the content or performance of their current assignment. Actual reimbursement will occur after successful completion of the course with a grade of 2.0 or better. Training funds normally will not be made available for course work applicable to a post-baccalaureate degree. The fund shall be jointly administered by the Association and the administration. If there are unexpended funds at the end of a budget year such unexpended funds shall not be carried forward nor added to the next year's allotment. Any reimbursement that will exceed \$300.00 per semester must be approved by the fund administrators prior to commencement of the training. If there are still training funds available by June 1, any request which was not totally funded earlier in that year will be reviewed and funded to whatever extent possible with the remaining training funds for that fiscal year. (See Letter of Agreement re: Joint Committee Concerning Assistants' Certification.)~~

- M. Harassment: In the event an Assistant is subjected to harassment or abuse by a parent, other staff member/employee of the District, student or other member of the community in association with the Assistant's duties, the Assistant shall immediately notify his/her immediate supervisor, who shall determine what action is appropriate. Following such notification, the Assistant or the Association can call for a Special Conference to review the situation.
- N. Non-tenure Positions: Employment in the LEA bargaining unit does not constitute teacher service toward the acquisition of teacher tenure under state law, for certified or non-certified employees. There shall be no teacher tenure as a LEA Assistant. If the Tenure Commission, or a court of competent jurisdiction, determines that positions that require teaching certification are subject to the Tenure Act this provision shall not apply to such positions.
- O. Assistants as Substitute Teachers: Assistants who are certified teachers, who are assigned to substitute for a teacher on an emergency basis, shall be paid forty-two dollars (\$42) per half day. If the Assistant is required to teach a seventh (7<sup>th</sup>) hour, he/she shall be paid fourteen dollars (\$14.00) for the extra hour of work. *Substitution* shall be defined as replacing an absent teacher for one-half hour or more. If the Assistant is required to make up work he/she would have performed during the period of substitute teaching, the Assistant will be paid at his/her regular hourly rate including overtime if applicable. The parties agree that if the unrepresented substitute teacher rate increases to this pay level during the term of this contract, the contract shall be reopened to address increased compensation.

## ARTICLE XVI: EMPLOYEE-EARNED BENEFITS

~~A. The District shall pay the MESSA's Tri-Med health plan of a single subscriber's premium less a \$5.00 monthly co-pay paid by the Assistant. Commencing the 2005-2006 school year, the District shall pay ninety percent (90%) toward MESSA's Tri-Med Health Plan of a two-person and/or full-family subscriber's premium with the Assistant paying the balance as a co-pay. In addition, the District will contribute \$5,000 toward offsetting the co-pays for those choosing two-person and/or full-family health coverage. This \$5,000 will be distributed to members who are enrolled as of the close of the open enrollment period.~~

~~PAK A~~

- ~~1) Health Insurance — MESSA Choices II  
— \$500/\$1000 in network deductible  
— Rx-Saver Drug plan  
— \$20 office-visit rider~~
- ~~2) Life Insurance — \$10,000 AD&D~~
- ~~3) Dental Insurance — Delta Plan 100/100/90 — Single Subscriber  
————— (Annual Maximum \$1000)~~
- ~~4) Vision Insurance — VSP 3~~

**A. Effective as of July 1, 2012, the District shall pay the maximum amount allowed by Section 3 of PA 152 of 2011 for all eligible employees. In the event that Section 3 of PA 152 of 2011 is reversed, in whole or in part or otherwise found to be unlawful, the District's obligation for the 2012-2013 school year shall nonetheless not exceed the maximum amount that had been provided in Section 3 of PA 152 of 2011. Employee and child(ren) shall be included in the Family category. Assistants who are working thirty (30) or more hours per week and hired after April 1, 1997 are eligible for this health plan. Those Assistants hired prior to March 31, 1997 need twenty-five (25) hours or more per week to be eligible. This coverage is for a twelve (12) month period for each year of this Agreement for the unit member and any other eligible dependents as defined by MESSA. Sponsored dependents shall be considered eligible dependents (Health Coverage only). **There shall be an open enrollment period from September 1, 2012 through October 15, 2012, to be effective November 1, 2012. LEA members may enroll in MESSA ABC Plan 1 or MESSA ABC Plan 2 from November 1, 2012 through November 16, 2012 to be effective January 1, 2013.****

**The annual amounts delineated above shall be prorated based on the duration of an employee's employment and the subscriber category elected.**

**There shall be no double health coverage within the District. If an employee's spouse is employed by the District, only one of them may elect medical coverage, unless the election of double single subscriber coverage results in savings to the District.**

- 1. PAK A – Medical. Eligible LEA members may select one of three MESSA plans: MESSA Choices II 500/1000 deductible, \$20 OV, Saver RX, MESSA ABC Plan 1 or MESSA ABC Plan 2.**

- a. Medical insurance premium costs, if any, in excess of the District's obligation as set forth above, shall be paid by the**

member through payroll deduction; provided however, the LEA may, at its sole discretion, aggregate or smooth the cost of the medical insurance premium for its members. In the event that the LEA elects to do so, the LEA and the District shall meet and mutually agree upon the timing and necessary adjustments, and shall provide prior notice to affected members. Any LEA member contribution shall be made via payroll deduction in accordance with the District's Section 125 plan. In the event that the LEA elects to aggregate or smooth the cost of the medical insurance premium for its members, the District and the LEA shall meet and review the census in January and April 2013 in order to make any necessary adjustments.

- b. The District and the LEA agree that the catch-up medical insurance contribution cost for LEA members for the period July 1, 2012 through August 31/September 30, 2012 is limited to the difference between the maximum amount owed by the District pursuant to Section 3 of PA 152 of 2011 and the 10% medical insurance contribution that has been paid by LEA members. This catch-up amount shall be payroll deducted from LEA members and spread over 18 pay periods, beginning October 26. Said catch-up payments shall be separately identified with each payroll. Deductions for medical contributions for September 2012/October 2012 through August 2013/September 2013 shall begin October 26 and shall continue for the next 17 pay periods. (As to the italicized/underlined dates within this subsection, subsequent to ratification, the parties shall agree upon the appropriate month/year. See Letter of Agreement Regarding Article XVI Employee- Earned Benefits).
  - c. Effective July 1, 2012, there shall be no District reimbursement for out of pocket deductible costs.
2. PAK A – Non-Medical shall include the following benefits: Delta Dental 80/60/60/60, Vision VSP 3, \$10,000 Life Insurance and Long Term Disability (66 2/3 salary, max \$4000 monthly, 90 CDSW). Any premium payments owed for July 1, 2012 through August 31/September 30, 2012 have been paid and LEA members shall have no further contribution obligation for that time period. The District shall pay 90% of the Vision, LTD and Life Insurance. As of July 1/October 1, 2012, the District shall pay 90% of the single subscriber rate for Delta Dental benefits. LEA members shall pay the balance of any premium cost via payroll deduction in accordance with the District's Section 125 plan. (As to the italicized/underlined dates within this subsection, subsequent to ratification, the parties shall agree upon the appropriate month/year. See Letter of Agreement Regarding Article XVI Employee-Earned Benefits).

**B. PAK B - Cash Option.** The District shall provide a cash option in lieu of health medical benefits for those eligible. The cash amount is \$140.00. ~~shall be one hundred twenty (\$120.00) per month effective with the 2005-2006 school year.~~ **In the event that 6 LEA members who previously elected full family coverage (or the equivalent) choose the cash option between July 1, 2012 and through open enrollment, the amount of cash paid to new and existing cash in lieu recipients shall be increased to \$225.00. In the event that 12 LEA members who previously elected full family coverage (or the equivalent) choose the cash option between July 1, 2012 and through open enrollment, the amount of cash paid to new and existing cash in lieu recipients shall be increased to \$300.00. In the event that 16 LEA members who previously elected full family coverage (or the equivalent) choose the cash option between July 1, 2012 and through during open enrollment, the amount of cash paid to new and existing cash in lieu recipients shall be increased to \$350.00. The increased cash in lieu amount, if any, shall be paid commencing November 1, 2012.**

Health: In lieu of Health - Cash Option **as provided above.** ~~of \$140 per month.~~  
LTD: **66 2/3 salary, max \$4000 monthly, 90 CDSW).**  
Life: \$10,000.00 A.D. & D through **MESSA PAK B**  
Vision: **VSP-3 through MESSA PAK B**  
Dental: Delta Dental **80/60/60/60** ~~100/100/90~~ **90% of Single Subscriber through MESSA PAK B**

All cost relating to the implementation and administration of benefits under this 125 Section shall be borne by the District. **All employees electing this option shall pay 10% of the cost of life, vision and LTD and single subscriber dental, coverage via payroll deduction.**

**C. Self Paid Dental Insurance Option** Shall be available to all assistants at the employees cost through the Midwestern Dental Plan EE or a comparable plan mutually agreed upon by the parties within the District's section 125 cafeteria plan. The District shall pay 50% of the Midwestern Dental Plan EE (currently in place), single subscriber rate for non benefit eligible employees or a comparable Plan mutually agreed to by the parties.

**D. Temporary employees** hired for positions of ninety (90) calendar days or less shall not be eligible for insurance coverage.

**E. Effective Date.** Assistants shall become eligible for insurance the first day of the month following hire or the first of the month following an increase in hours which meet the eligibility requirements.

It is the responsibility of the Assistant to enroll at the Employee Benefits Office within thirty (30) days of hire or meeting the eligibility requirements. If the Assistant fails to enroll for insurance benefits during the first thirty (30) days of his/her employment or thirty (30) days of meeting the eligibility requirements, the Assistant's benefits will become effective beginning the first day of the first month after the Assistant does enroll if so permitted by the insurance carrier. Failure to enroll for insurance benefits during the first thirty (30) days of employment or thirty (30) days of meeting the eligibility requirements may also subject the Assistant to whatever penalties may be imposed by the relevant insurance carriers. Upon hiring, each Assistant will be informed of the procedures for enrollment for insurance benefits.

F. Insurance Continuation. Employed Assistants cease to be eligible for District paid insurance at the end of the month when starting an unpaid leave of absence. Assistants as well as their spouses and/or eligible dependents, shall have the right to continue such coverage on a direct payment basis through the Employee Benefits Office. Assistants returning from an unpaid leave of absence shall become eligible for District paid insurance the first day of the month following their return from an unpaid leave. (For purposes of layoff/assignment to a non-benefit position, see Article 9-E.) District paid contributions shall cease the end of the month following termination, resignation and/or retirement. Coverage may be continued per COBRA regulations.

Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within thirty (30) days of the event.

G. Payroll Deductions. Assistants are eligible to participate in any reimbursement program or tax sheltered annuity offered by the District, consistent with the Internal Revenue Code. The LEA and the District will work together to inform Assistants of the benefits of such plans. The District shall also make available payroll deduction for fees and costs associated with employee utilization of the District's day care facilities.

### **ARTICLE XXIII: MISCELLANEOUS PROVISIONS**

- A. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. This Agreement shall be exclusively between the Board and the LEA and not dependent upon the approval of any other organization.
- D. Copies of this Agreement shall be printed at the joint expense of the Board and the LEA and presented to all Assistants presently employed or employed during the duration of this Agreement.
- E. The cost of all physical and mental examinations will be borne by the Board when requested by the Board for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law or State regulations shall be borne by the Assistant.
- F. The Board and the Association shall establish a Joint Committee to establish job descriptions and handle job description changes. The Committee shall establish and maintain job descriptions for each Assistant title included in the bargaining unit. Once drafted or revised, copies of the job description(s) shall be provided to the affected Assistant and his/her supervisor. Any requested job description revisions shall be submitted to the

Joint Committee. If new job titles are created the job description shall be established by the Joint Committee.

- G. The parties recognize the importance of the involvement of school support staff in the school improvement process. Building administrators are encouraged to include Assistants assigned to their buildings in building decisions and building projects. The LEA will select one (1) building/program Assistant representative to serve on each School Improvement Team. (Nothing herein is intended to prohibit additional bargaining unit members from serving on the school improvement team, consistent with the team's operating procedures.)

When the School Improvement Team is considering the elimination of programs that are funded with discretionary money at the building level, the School Improvement Team will make a good faith effort to involve affected Assistants in their discussions. The parties recognize the importance of scheduling team meetings at times when as many members as possible can participate. If possible, team meetings will be scheduled during non-instructional hours. When team meetings are scheduled during instructional hours, a reasonable attempt will be made to release one or more active LEA representatives to participate.

- H. [T]he District shall set up a voluntary credit union deduction plan to assist employees in spreading their wages over a twenty-six (26) pay period.
- I. The parties shall meet no later than December 14, 2012, to negotiate a trial pay spread. The parties shall agree upon the building to be used for the trial pay spread.**
- J. All dates, provisions and Letters of Agreement currently in effect shall be remain in effect and be incorporated herein unless otherwise mutually agreed to by the parties.**

## APPENDIX B:

**The 2012-2013 Hourly Rate Salary Schedule is attached hereto. All LEA members employed during the 2011-2012 school year shall advance to the closest step on the new wage schedule which increases their hourly rate. The step advancement and attached salary schedule shall be effective with the October 26, 2012 pay. New hires shall be placed on step one or step two of the wage schedule; exceptions may be made by mutual agreement. Interpreters shall be placed on the new Miscellaneous I wage schedule as mutually agreed.**

**The LEA and all LEA members waive and relinquish any and all rights to the "lump sum" audit excess described within the June 25, 2011 Tentative Agreement, aka the Super Team Agreement.**

- 
1. Work-Study Assistants. Work-Study Assistants will be paid for hours worked only and shall not receive any other benefits under this Agreement.
  2. Assistant's Anniversary Date. The steps for all salaries represent one- (1) year intervals and shall become effective on the employee's assignment anniversary date **for those employees hired during the 2012-2013 school year.**
  3. Professional Development Pay. Assistants who attend professional development and/or inservice during their regularly scheduled working hours will be paid at their regular rate of pay. The District will schedule one (1) professional development day [six (6) hours or its equivalent] for Assistants and include it in their work schedule.

Assistants who are authorized by their building administrator to attend additional professional development and/or inservice during district designated professional development days shall be compensated at their normal pay rate.

4. Workshop Pay. Assistants who attend workshops during non-working hours will be paid at **their regular hourly** rate. ~~of \$8.75 per hour.~~ All Assistants attending workshops during non-working hours must receive advance written approval from the applicable administrator to qualify for payment..
5. Supervision Assistants' Attendance Incentive Pay. Supervision Assistants and Cashiers shall receive perfect attendance incentive pay according to the following guidelines. Effective February 1, 1997, employees hired or assigned thereafter as Cashiers will not be eligible for the Supervision Assistant Attendance Incentive Pay.
  - A. Effective January, 1994, Assistants will be paid a lump sum payment of \$55.00 when the Assistant has not been absent more than once for any reason during the quarter (excluding Jury Duty). Quarters are defined according to the following:
    - 1) First semester, 1st week thru 10th week
    - 2) First semester, 11th week thru 20th week
    - 3) Second semester, 1st week thru 9th week
    - 4) Second semester, 10th week thru 20th week

B. Payments shall be made following the 10th and 20th week of each semester.

6. Camp Pay.
  - A. All Assistants that participate in overnight and/or field trip experiences associated with their jobs that include time periods outside their normal work schedules, shall be paid their negotiated hourly rate or a \$180.00 daily stipend, whichever is lesser.
  - B. The negotiated stipend rate is calculated to meet or exceed minimum wage and overtime standards.
  - C. Whenever possible on overnight trips, the District will attempt to ensure that each Assistant is relieved from responsibilities to care for students for four to six (4-6) hours of each 24 hour period. The parties understand that the special health conditions of some students may not allow for such release time, and that Assistants released from responsibilities may be required to offer aid during an emergency, if available; these exceptions shall not impact payment of the negotiated stipend.

7. Sign Interpreters. Interpreters required to work outside the regular work week of Monday through Friday will receive time and one-half (1½) for said required hours.
8. If the District determines that it is necessary to institute split shift assignments, the Association will be advised. At the request of the Association, a special meeting will be held to discuss the impact of such a decision.
9. ~~The District agrees to establish a \$3,000 pool of money to be used for Assistants' professional development and/or pre-student contact day in meeting the NCLB requirements. The Association will provide the District with a written recommendation for the use of these funds, consistent with discussions at bargaining; however, the District will have sole discretion in making the final determination as to how these funds will be utilized. Unused monies will not be carried over to future years.~~

**~~\*\*NOTE: \$3,000.00 SAVINGS TO BE PROVIDED TO LEA MEMBERS IN SOME MANNER TO BE DETERMINED BY THE LEA BARGAINING TEAM.~~**

10. Assistants with Acceptable Sign Language Skills. Instructional/Special Education Assistants who have acceptable sign language skills as determined by the District will be placed at the base step of the Interpreter Assistants' salary schedule where they will remain until they have completed their certification for sign interpreter (QA-1). Upon completing their certification, they will move through the remaining pay steps of an interpreter.
11. Assistant Floater Positions. The individuals hired to fill the Assistant floater positions will be paid at the Specialized Assistants' rate of pay

**The terms and conditions of a 2013-2014 successor agreement shall dictate whether the District shall pay wage step increases under Appendix B to eligible members upon the expiration of this Agreement on June 30, 2013.**

**The parties shall meet no later than February 15, 2012 to commence negotiations for a successor agreement.**

*Samuelson*  
10-2-12

*David A. Hahn*  
10-1-12