

**Master Agreement
between the
Lansing School District
and the
Lansing Educational Assistants
(LEA) (MEA/NEA)
2024 - 2028**

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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. Cafeteria/Supervision Assistants
2. Instructional Assistants
3. Specialized Assistants
4. Miscellaneous (*through attrition, this classification will become obsolete)

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.

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

ARTICLE II: LEA SECURITY

A. The District will provide the LEA with a monthly list of all Assistants, the date of employment, place of employment, and the employee's employee ID number.

ARTICLE III: LEA CONSIDERATIONS

A. **Bulletin Boards.** The Board will provide bulletin board space in each building which may be used by the LEA for posting notices of the following types:

1. Notice of recreation and social events.
2. Notice of LEA elections and their results.
3. Notice of LEA meetings.
4. Notice of Assistant vacancies.

Notices other than the above-stated shall have the building administrator's approval before posting.

B. **Courier Delivery.** A designated place for courier delivery shall be provided LEA building representatives.

C. **Association Release Time.**

The District agrees to provide LEA up to twenty (20) hours per week during the school year to be used to release member(s) from their regular assignment without loss of pay or benefits. Release time shall be entered into the District reporting system by the LEA member electing to use release time. The District shall provide eighty (80) hours to be used by LEA member(s) for Association related activities that extend beyond the thirty-eight (38) week school calendar. LEA would have forty (40) hours for the 2024-2025 school year and the eighty (80) hours will begin starting July 1, 2025. Any Association release time shall be approved by the LEA President or their designee.

D. **Negotiating Team Notice.** At least ninety (90) calendar days prior to the contract expiration the LEA shall furnish the Board with a written list of the members of the negotiating team. The Board shall provide the Association with a written list of their members as soon as possible thereafter.

E. **Using District Facilities.** Upon proper application, the LEA shall have the right to use building facilities at reasonable times and hours for Assistant meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the LEA for the actual charge involved.

F. **Non-discrimination.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or membership in, or association with, the activities of any employee organization.

G. **Payroll Deduction of Dues.**

1. Upon written request by the Association, the Board shall deduct Association dues from a bargaining unit employee's wages if the bargaining unit employee submits a full, free written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act. Association members who are employed at the start of the school year may elect dues for payroll deduction until the third Friday in September. Association members who are hired after the start of school will have thirty (30) days to select payroll deduction.
2. The District may immediately cease Association dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions. However, the District will notify the bargaining unit before taking any action. Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's request and (2) the voluntary written authorization from the bargaining unit employee.
3. Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the penultimate pay of the 21 pay schedule for LEA of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, damages, attorney fees, claims, demands, suits, court or administrative agency costs or other forms of liability that may arise out of or by

reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above.

4. Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues.
5. Dues are deducted over twenty (20) consecutive pays beginning on the second pay of the LEA pay schedule. This date qualification ensures sufficient time at the beginning of the school year to implement the deduction amounts in the payroll system. Changes/new enrollments that begin after the beginning of the 20-pay deduction schedule will be deducted equally over the remaining pays in the 20-pay deduction schedule.
6. Changes must be received in the Human Resources office by no later than the Monday after the pay day that immediately precedes the pay day in which the change is to take effect. In the event that the Monday falls on a day in which the district is closed due to a holiday, then the deadline will be Tuesday. Information provided must be in Excel format and include employee ID number, employee name, and dues amount. The biweekly amount will be calculated by the district based on the remaining number of pays in the 20-pay deduction schedule.
7. Dues collected will be remitted to the union no later than fourteen (14) business days after the last pay day of the preceding month.

ARTICLE IV: ASSOCIATION AND ASSISTANT RESPONSIBILITIES

- A. **Duties.** All Assistants shall fully, faithfully, and properly perform the duties of their employment.
- B. **LEA Materials Distribution.** All LEA materials intended for distribution or display in any property under the management of the Board shall be identified as LEA material before display or distribution.
- C. **Absence Reporting.**
 1. In cases of absence, the Assistant shall notify their building administrator or immediate supervisor according to program or building procedures.
 2. Absence notifications shall be made each day the Assistant is absent, unless the Assistant and their Building Administrator have made other arrangements.
 3. Each employee shall present a signed timesheet indicating the reason for each absence, such timesheet is to be filed in the immediate supervisor's office. The administrator may request a physician's statement for an employee's absence due to the illness of three (3) or more days' duration.
 4. It is the responsibility of each employee to report unavailability for work. Each building administrator may establish a reasonable call-in procedure, but in the absence of specific building requirements, the Assistant should report the absence as soon as practicable and not later than one (1) hour prior to the start of their work day. Employees shall at the time of reporting their absence state the reason for absence, where they may be reached and the anticipated length of absence.

5. Assistants shall be at their work station for the days contracted. Any unexcused absence may result in a loss of pay for the duty time missed, and an entry to that effect in the Assistant's personnel file. An unexcused absence may be cause for disciplinary action up to and including dismissal.
 6. The Board retains the right to require, at the Board's expense, that an Assistant undergo a medical examination to confirm good cause for an absence.
 7. In situations where an Assistant has been notified in writing by the Human Resources Office or their building administrator that their absence record suggests a possible pattern of excessive use or abuse, the Board may require an Assistant, at Board expense, to provide medical verification for similar future absences until the absence record shows significant improvement or the concern has abated. (Building administrators will be provided guidelines by the Human Resources Office to assist them in evaluating absence records. These guidelines will also be available to the Assistants.) This notification shall only constitute the beginning of progressive discipline and not discipline in and of itself. If the pattern continues, the Administrator will inform the Human Resources Office, and the record will be reviewed to determine what additional steps are appropriate. Future repeated behavior of the same nature within fifteen (15) calendar months of the written warning may trigger progressive discipline.
 8. The review of the absence record to determine "possible pattern of excessive use or abuse" shall exclude a single occurrence of extended personal illness or a single occurrence of illness or serious injury in the immediate family.
- D. **Ethnic/Cultural/Racial Diversity.** In light of the ethnically and culturally diverse student body, the Board and the LEA recognize that to provide for the various educational needs of its student body, it is desirable to maintain an ethnically and culturally diverse staff. The Board and the LEA shall promote an aggressive effort to recruit members of minority groups for employment in the schools.
- E. **LEA Activities Limitation.** Assistants shall not engage in LEA activities during their working hours except as authorized by the Administration.
- F. **LEA Election/Appointment Notification.** The results of any Association election or appointment shall be reported within five (5) working days to the Administrator for Human Resources and/or designee.
- G. **School District Student Discipline Code.** The Assistant shall be knowledgeable of the discipline code, employee handbook, and District policies and shall act in accordance with each. The Administration shall provide each building access to the handbook, code, and policy if Assistants would like access to them. There shall be a hard copy in each building to reference.
- H. **Physical/Mental/Emotional Readiness.** Assistants are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. When the Board has reason to believe that an Assistant is reporting to work in an unfit condition, and/or when an Assistant is seeking an accommodation for a physical or other disability, the Assistant shall comply with requests to provide appropriate medical documentation. An Assistant may be required to undergo examination by a Board-selected medical professional for purposes of evaluating an Assistant's physical, mental, and/or emotional fitness for work or necessity for accommodation. All reasonable efforts shall be made by the District to accommodate such requests. During the time the District is exploring such accommodations, the Assistant shall continue to receive their regular salary and benefits. However, during said time the District may

assign the Assistant to different duties. If no accommodation can be made (and/or if the employee has not provided appropriate medical documentation), and after review with the LEA, the affected Assistant shall be placed on a health leave until such time as they are able to return, or a position becomes available that will accommodate their situation or the leave (or extension of leave) would otherwise expire under this Agreement.

- I. **No Smoking.** Smoking is prohibited on school district property to the extent limited by law.

ARTICLE V: GRIEVANCE PROCEDURE

- A. **Definitions.** A grievance is a claim, by one or more employees, of an alleged violation of the application of this Agreement, specifying the part of the Agreement which is claimed to be violated and the specifics of such violations. An aggrieved Assistant(s) is the Assistant(s) who are directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, the Association may submit a grievance on behalf of Assistants provided two (2) or more Assistants are directly affected or all Assistants within a classification are directly affected. The Board will accept an Association grievance directly affecting two (2) or more Assistants provided the Association identifies in the grievance all such Assistants directly affected. Association grievances will commence in writing at Level Two, unless all affected Assistants work in the same building or program, within fifteen (15) working days of the date the grievance occurs. In cases where an Association grievance is filed on behalf of two (2) or more Assistants from the same building/program, the Administrator for Human Resources and/or designee may waive the first step filing requirement.
- B. **Purpose.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. **Procedure.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

A supply of the grievance forms shall be on file with the designated administrator, the Chief Administrator for Human Resources and/or designee, and the LEA.

Level One Grievance

- A. Within fifteen (15) working days of the occurrence of the grievance, the Assistant shall submit in writing said grievance to the immediate administrator. Prior to placing the grievance in writing the aggrieved employee, with or without Association representation, is encouraged to discuss the matter with the designated administrator, stating as specifically as possible their concerns, with the objective of resolving the matter informally.

Within five (5) working days of receipt of a written grievance, the immediate administrator will meet with the grievant (and the Association representative unless representation is waived by the grievant) about the grievance.

- B. The administrator shall respond to the written grievance, in writing, within five (5) working days of the grievance meeting.

Level Two Grievance

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered in the time allowed, a written statement shall within ten (10) working days thereafter be transmitted by the employee or the LEA to the Administrator for Human Resources and/or designee stating the grievant's desire to pursue the grievance to Level Two.
- B. Within ten (10) working days of receipt of such grievance, the Administrator for Human Resources or a designee will meet with the LEA to discuss the issues. The aggrieved may be present at all such meetings and shall be present at the request of either the Chief Administrator for Human Resources and/or designee or the LEA. A written answer shall be given within ten (10) working days after the meeting.

Level Three Grievance

- A. If the grievance remains unresolved at the conclusion of Level Two, it may be submitted for binding arbitration at the request of the LEA, provided written notice of the request for submission to arbitration is delivered to the Board within fifteen (15) working days after the date of the decision under Level Two.

The parties will use AAA to select the Arbitrator. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the LEA and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Either party may initiate a pre-arbitration settlement conference. Whenever possible such conference should be initiated at least thirty (30) calendar days before the scheduled arbitration hearing.

- B. **Powers of the Arbitrator.** It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to establish or alter salary schedules.
 3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 4. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute arising from such a state administered retirement benefit.
 5. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a

policy document or an action by the insurance company.

6. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the LEA or the Board prior to the commencement of the arbitration hearing.
7. The arbitrator shall have no power to change any mandatory published rule or mandatory published guideline which is established by a funding, licensing or regulatory agency.

Miscellaneous.

1. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
2. No grievance shall be filed for or by any Assistant after the effective date of the Assistant's written resignation.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
4. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
5. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending final decision of the grievance unless such order jeopardizes the safety of the employee.
6. Reasonable access shall be made available to records of all unprivileged information used by the Administration in answering a grievance.
7. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI: WORKING CONDITIONS

- 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 calendar will be the same as that of the teachers' union. Members will be paid for all hours worked. There will be separate calendars based on the positions number of work days and classification.
- C. **Professional Development Pay.** Assistants who attend professional development and/or in- service during their regularly scheduled working hours will be paid at their regular rate of pay. Each LEA school

support position shall receive at least three (3) hours of professional development; and all other LEA employees shall receive at least six (6) hours of professional development. LEA employees must report absences for in-service days that are not attended.

Assistants who are authorized by their building administrator to attend additional professional development and/or in-service during District designated professional development days shall be compensated.

- 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 work week 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 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 date and may not be used for any other purpose.

- F. **Closing of School—Act-of-God/Inclement Weather.** 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 but will receive compensation for that day. If the District is required to make up the missed school day, the Assistant will not be compensated for those days.

1. 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.
2. 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).

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

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. All positions will be posted regardless of location of staff.

- 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 their normal duties, the Assistant(s) assuming the additional work responsibilities, for forty-five (45) minutes or more, will receive overload pay of \$5.00 an hour, equally divided among affected Assistants.
- I. **Volunteer Programs.** The Board shall notify the Association of any anticipated volunteer programs and volunteer usage within the District buildings.
- J. **Telephone Access.** The District will provide Assistants access to a District telephone in each building location. Such telephone shall afford the Assistant adequate privacy.
- K. **Test/Certificate/Training Funding.** The District shall pay the full cost for Assistant testing once each school year. If any additional testing is required for the continued employment, the District will pay the full cost of testing.

Additionally, the District shall provide a \$10,000 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 school related 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 administered by the District and usage shall be jointly approved by the Association and the District. If there are unexpended funds at the end of the budget year such unexpended funds shall be carried forward adding to the next year's allotment with a total budget plus carryover of no more than \$20,000. Any reimbursement that will exceed \$300.00 per semester must be approved by the fund administrators prior to commencement of the training. If there 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.)

- L. **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 their 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.
- M. **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 an 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.
- N. **Computer Access.** A device will be located in the classroom where Assistant is assigned.

ARTICLE VII: SENIORITY

- A. **Definition.** *Seniority* shall be defined as the length of service within the District as a member of the bargaining unit, subject to the provisions of this Article. Accumulation of seniority shall begin from the Assistant's first working day in the bargaining unit. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. **Probation.** All new Assistants in the unit shall be probationary Assistants until they have completed sixty (60) workdays of employment. The purpose of the probationary period is to provide the Board with an opportunity to determine whether Assistants have the ability and other attributes which will qualify them for regular Assistant status. During the probationary period Assistants may be terminated at the sole discretion of the Board. If the Board determines that additional time is necessary to assess whether a probationary Assistant has the ability and other attributes which will qualify them for regular Assistant status, it may extend the probationary period once for an additional thirty (30) work days. Probationary Assistants shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work in the unit.
- C. **Classifications.** For purposes of this provision, it is understood that all bargaining unit members are in one or more of the following Classifications based on their current assignment(s):
1. Cafeteria/Supervision Assistants
 2. Instructional Assistants
 3. Specialized Assistants
 4. Miscellaneous (through attrition, this classification will become obsolete)
- D. **Seniority List.** The Employer shall prepare and maintain the seniority list. The initial seniority list shall be prepared and a copy furnished to the Association within forty-five (45) calendar days after the ratification of this Agreement. Additionally, the Association shall be provided an updated copy of the seniority list by May 1 and November 1 of each year. The Employer shall notify the Association of hires, transfers, terminations, leaves, recalls, etc. The Association is not prohibited from making requests for updated seniority list information, as necessary or appropriate.

The seniority list provided to the Association shall include the following information for each bargaining unit member: name, employee ID number, current building(s) of assignment(s), seniority date (as adjusted pursuant to this Agreement), current assignment(s) including usual hours per pay period of each assignment, date of placement in current assignment(s). The list provided to the Association shall be recorded using each of the following formats: District-wide by position, District- wide with personal information.

Reports of errors or omissions in the seniority list should be provided to the Human Resources Office in writing and may be submitted by either individual Assistants or the Association. Appropriate corrections will be made on the succeeding seniority list. When modifications are made, the Human Resources Office shall notify the Association.

- E. **Leaves of Absence.** An Assistant will neither lose nor accrue seniority while on leave.
- F. **Loss of Seniority.** An Assistant shall lose seniority for the following reasons:

1. The Assistant quits, retires or is discharged.
2. The Assistant is absent from work for three (3) consecutive work days without notifying the administrator prior to or within such three (3) day period of a justifiable reason for such absence, unless the Assistant presents an excuse acceptable to the Board that the Assistant was unable to do so.
3. The Assistant obtains a leave of absence under false pretenses.
4. The Assistant accepts employment elsewhere while on leave of absence, which employment has not been authorized by the Board.
5. The Assistant is laid off for lack of work or funds for a continuous period of twelve (12) or more consecutive months.

G. **Seniority Status Outside the Bargaining Unit.** An Assistant taking a position outside the bargaining unit, within the District, shall not be considered to have interrupted service with the District to the extent that the other employee group handbook and/or bargaining unit collective bargaining agreement recognizes such continued service. An Assistant who takes a position outside the bargaining unit shall retain unit seniority for a period of one (1) year or as agreed by both parties after taking the position outside the unit, but within the District provided, however, such retention of seniority shall not be construed as any right to transfer, be recalled and/or in any other way a guarantee of job rights in the bargaining unit. Assistants can only accumulate seniority when assigned to a bargaining unit position as a bargaining unit member.

ARTICLE VIII: LAYOFF AND RECALL

A. **Definition of Displacement and Layoff.** A displacement shall be defined as a necessary reduction in the work force beyond normal attrition or a modification of assignment, which meets any of the following criteria:

1. A position, currently occupied by a bargaining unit member, is eliminated, or
2. An Assistant's normal weekly hours are reduced by thirty percent (30%) or more, or
3. The change in normal weekly hours for an assignment eliminates the eligibility of the Assistant to retain fringe benefits, or
4. An Assistant is bumped by a more senior, previously displaced Assistant.

A layoff shall be defined as a temporary or indefinite separation from employment following the displacement

B. **Displacement and Layoff Procedure.** In the event of a displacement, the following procedure will be followed:

1. To the extent reasonably possible, the Assistant affected by the position elimination or significant hour reduction shall be the least senior Assistant in the building/program that works in the same Classification, for comparable hours. Reassignment decisions shall be made

at the building/program level to redistribute the most senior Assistants within their Classification, to positions of comparable hours for which they are qualified, prior to identification of the Assistant(s) to be displaced from the building/program. (Comparable hours, for purposes of layoff or recall shall be defined as equivalent hours of assignment plus or minus one hour. Exceptions to this limitation may be made upon mutual agreement by the Board and the Association.

2. The District shall notify Association representative(s) of Assistants potentially affected by displacement. The purpose of this notification is to advise the Association of the specific position(s) to be eliminated or for which the normal hours will be significantly reduced and receive Association input.
3. The District shall determine whether there are any vacancies outside the affected building/program(s) of comparable hours for which the affected Assistants are qualified. A full list of these positions shall be provided to all affected members. Each Assistant affected by a displacement shall be notified of the displacement in writing with three (3) days' notice. The District shall hold all positions open at the time of displacement notification for five (5) days to allow displaced members to select from available positions. If an Assistant is displaced and the only open position available is a lower salary scale the Assistant will maintain current pay rate for one academic year.
4. In the event that no open positions of comparable hours are available for a displaced Assistant to select the least senior Assistant in the same classification and hours will be bumped.
5. After completion of the bumping process, the Assistants that are displaced by the more senior Assistants shall be classified as laid off and shall be given fourteen (14) days written notification of same. The District will pay the Assistant at their regular rate and hours for all such days. The District may assign the Assistant to perform duties with their classification for which they are qualified during the same period.
6. If an Assistant's position is restored after the displacement meetings have taken place and prior to the end of the first year, the Assistant shall have the first right to return to their previous position.

- C. **Waiver of Seniority Layoff and Bumping Rights.** In the event of a layoff, and with the approval of the District and the Association, individual bargaining unit members may waive their seniority rights for the purpose of layoff and bumping. Assistants whose positions have been identified for elimination or significant change of hours, as defined in Section A, above, or who have been bumped by a more senior Assistant, may waive their seniority and bumping rights. Such waiver is without prejudice to any other seniority rights and other rights the Assistant may have by virtue of this Agreement, including recall rights. Additionally, such waiver may be exercised immediately upon notice of displacement, or after review of bumping options. It may not be exercised after the Assistant has already bumped another Assistant out of their assignment.

If such an agreement is reached, the Assistant electing to waive rights under this section shall complete a form containing the following information:

Individual Waiver of Rights

The undersigned hereby agrees to wave their seniority, pursuant to the Master Agreement, for the purposes of impending layoff by the Lansing School District. This waiver shall relate solely to the order in which I am laid off. It is given, however, without prejudice to my right to assert seniority for all other purposes contained in the Master Agreement, including recall.

Date _____

Signature _____
Bargaining Unit Member

Date _____

Signature _____
Association President

Date _____

Signature _____
Director of Human Resources

- D. **Reduced Hours.** If possible, the Human Resources Department shall notify the Association of all reductions in normal work hours prior to Assistants being notified, even where such reductions do not constitute a layoff. At the request of the Association, a Special Conference shall occur to discuss such reductions. Affected Assistants shall be given at least seven (7) calendar days' written notice prior to a reduction in their hours taking effect. Seniority shall be one of the factors considered prior to reduction of hours being determined.
- E. **Benefits Following Layoff.** Upon written application a laid off bargaining unit member shall be granted priority status on the appropriate substitute list(s) according to their seniority and qualifications. Insurance benefits, as established in this Agreement, shall continue through the end of the calendar month following the month during which an Assistant's layoff (or displacement and reassignment to a non-benefit position) becomes effective. Laid off bargaining unit members may arrange to continue applicable insurance benefits by contacting the employee benefits administrator within thirty (30) days of layoff (or displacement and reassignment to a non-benefit position) and paying the monthly premium at the District's group rate.
- F. **Restoration of Hours.** An Assistant whose hours are reduced pursuant to Section B or D, above, may file a written notice of desire to restore lost hours within their building/program. If the Assistant has submitted such notice, they will be considered in seniority order, if qualified for vacant or new positions within the employee's building/program and classification, before recalls, transfers or new hires are considered.
- G. **Recall Procedure.** Prior to posting any unit vacancy to consider outside applicants and internal transfer requests from Assistants who are not eligible for restoration of hours, as detailed in Section F, above, the District will fill vacancies by recalling laid off bargaining unit members, based on seniority, Classification and qualifications. The following recall procedure shall be followed:
- H. If there are no qualified bargaining unit members on layoff from the same classification to fill a vacancy, the District will review the master layoff list and give appropriate consideration to Assistants from other classifications. Thereafter, vacancies shall be posted and filled in accordance with Article X.
1. Notice of recall shall be sent by certified or registered mail to the last known address as shown in the District's records. It is the Assistant's responsibility to keep the District personnel office advised of any change in address while on layoff.

2. Recall notices shall state the time and date on which the bargaining unit member is to report back to work, and the location and the number of hours per week of the assignment. Recall notices shall provide at least seven (7) calendar days' notice of return to work. Employees that are unable to return as detailed in the notice must contact the personnel office before the recall effective date to see if alternate arrangements can be made.
 3. The District may fill vacancies on a temporary basis, pending return of the recalled bargaining unit member.
 4. An Assistant is obligated to accept recall to a position within their classification, for which they are qualified, and for which the hours are comparable to the position from which the Assistant was laid off. If the Assistant declines recall, they forfeit all seniority rights. (If the Assistant was laid off from a position which qualified them for benefits, and the position to which they are recalled will not qualify for benefits, the Assistant may decline the recall.)
- I. **Definition of Qualified.** For purposes of this Article, an Assistant shall be considered qualified for:
1. Any job title currently held,
 2. Any job title the Assistant previously successfully held, or.
 3. Any position for which the Assistant has training, education or prior experience that initially demonstrates that they can perform the work of the position. The Board retains the right to determine qualifications.
- J. At each layoff, or recall following layoff, the Board may designate certain individual Assistants with definable special skills (e.g. musical, bilingual, signing for the deaf, orthopedic), whose services are required under the circumstances then existing. Such Assistants may be retained in, or recalled to, service, regardless of their seniority.
- K. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for a period of thirty-nine (39) months. With the exception of probationary employees, laid-off bargaining unit members shall accrue seniority during the period of layoff.
- L. For purposes of bidding within classifications, Instructional Assistants and Continuing Education Assistants shall be combined.
- M. The parties agree that the District may eliminate no more than six instructional Assistant employees in a given year that are paid out of the general fund.

ARTICLE IX: VACANCIES AND TRANSFERS

- A. **Posted Vacancy Positions.** A vacancy is an unoccupied position in the bargaining unit, which the District intends to fill and for which there are no unassigned or laid-off, qualified Assistants.
1. Any Assistant may apply for a posted vacancy.
 2. The application shall set forth the reasons for the request, the school and job sought, and the applicant's qualifications which support the request.

3. Postings shall be open for a minimum of ten (10) calendar days unless approved by LEA.
4. The District may fill the vacancy on a temporary basis as necessary. Positions which are funded for less than a semester shall be posted at the discretion of the District. The District will not use temporary employees for the purpose of delaying the regular vacancy posting process.
5. The District shall post all new and vacant positions.
6. Vacancy postings shall be placed in a conspicuous place in each building of the District for a period of ten (10) calendar days.
7. Vacancy postings shall contain the following information, if known:
 - a) Type of work
 - b) Location of work
 - c) Starting date
 - d) Rate of pay
 - e) Hours to be worked
 - f) Classification
 - g) Minimum requirements
8. Interested Assistants must apply through the online application process.

B. Selection Process.

1. Applicants shall be evaluated based upon experience, competency, qualifications, and seniority. When experience, competency, and qualifications are relatively equal, the applicant with greater seniority shall be given preference. For purposes of selection of bargaining unit vacancies other than Supervision Assistants, the term "relatively equal" shall mean that the combined total point value of the Applicant Screening Grid and the interview (averaged for panel interviews) between the candidates shall be less than ten (10) percentage points different. (Screening Grid to be identified in Appendix C)
2. The Association shall have pre-interview access to the Applicant Screening Grid when requested.
3. The District may provide multiple interview times with at least one option that is forty-eight (48) hours prior notice.
4. The District will strive to make selection decisions and advise the applicants within fourteen (14) calendar days from the expiration of the posting period.

C. **Voluntary Transfer.** Transfers shall only occur within a specific building with the approval of the building principal and Human Resources.

D. **Involuntary Transfers.** Employees who will be affected by a change in assignment during the school year will be notified and consulted by their building principal as soon as practicable. The Superintendent of Schools, or a designee, has the sole right to assign Assistants to positions for which they are qualified within the school district.

E. **Seniority Status.** Employees shall retain their seniority as a result of any consummated transfer.

- F. **Salary Schedule Adjustment.** If the transfer of an Assistant qualifies them for a different salary schedule track, the Assistant's salary placement shall be at the first step on the new schedule which is higher than their prior salary (actual hourly rate), providing there is a step available.
- G. **Substitute Assignments.**
1. In Lieu of Regular Assignment. Any Assistant who, at the Employer's request, temporarily assumes the duties of another bargaining unit member instead of their normal duties for a minimum of one (1) hour will be paid the regular rate for these duties. An Assistant's pay rate shall not be reduced as the result of any Employer initiated temporary change in duties.
 2. Additional Hours. If an Assistant works as a Substitute Assistant in addition to the employee's regular assignment, they shall be paid the current Assistant rate plus \$0.60 per hour for the temporary work.
 3. Assistants who are assigned to substitute for a teacher on an emergency basis, shall be paid their regular pay plus an additional \$5.00 an hour. Substitution shall be defined as replacing an absent teacher for one-half hour or more. If the Assistant is required to make up work they would have performed during period of substitute teaching, the Assistant will be paid at their regular hourly rate including overtime, if applicable. The parties agree that if the substitute teacher pay rate increases, the parties shall revisit this language to address increase. This would be submitted to the supervisor on an overload form.
- H. **Effect of Layoff and Recall.** The provisions of Article IX are subservient to the provisions of Article VIII – Layoff and Recall.
- I. **Multiple Regular Assignments.** If an Assistant holds more than one (1) assignment (Example: School Instructional Assistant and Lunch Supervision Assistant), they shall be paid at the highest rate for both assignments.

ARTICLE X: EVALUATION

- A. All LEA Assistants shall be evaluated yearly. The employee will receive a copy of the completed performance review and will sign the form to indicate that they have seen it. Such signature does not mean the employee agrees with the contents of the evaluation.
- B. The Lansing School District will provide the Assistant Evaluation form and may modify as long as all of the Assistants use the same tool in any given year.
- C. An Assistant may submit additional comments to any evaluation. Such statements shall be attached to the evaluation and placed in the employee's personnel file.
- D. It shall be considered just cause for dismissal if an Assistant receives two (2) consecutive unsatisfactory final evaluations. The first unsatisfactory evaluation will include a mandatory improvement plan.

ARTICLE XI: DISCIPLINE OF ASSISTANTS

- A. No Assistant shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge or discipline a probationary employee for other than LEA activity is not subject to the grievance procedure. It is further understood that reduction in workweek, days or hours, or layoffs or reclassification is not within the meaning of discipline.
- B. Disciplinary action shall be defined as any reprimand, suspension or discharge.
- C. An Assistant shall be entitled to have present a representative of the LEA for any disciplinary action.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the Assistant's personnel file, and a copy thereof given to the Assistant and the LEA. Said disciplinary action will not be issued until there has been an opportunity for a meeting between the Administrator, Assistant and an LEA representative.
- E. After a period of two (2) years from date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand may not affect the Assistant in matters of job status.
- F. The Association agrees that the Employer has just cause to discharge any Assistant who (not limited to):
 - 1. Is convicted of any felony or circuit court misdemeanor.
 - 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
 - 3. Is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made.
 - 4. Does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
 - 5. Does not return from sick leave and leaves of absence. In proper cases, exceptions shall be made.
 - 6. Is under the influence of intoxicants or drugs (for purposes of this section, under the influence shall be interpreted as an intoxicant or drug having a significant impact upon the employee's ability to perform assigned duties.) It is understood that an unanticipated adverse reaction to a prescribed medication is an exception to this provision.
 - 7. Consumes or sells intoxicants or drugs on Board property.
 - 8. Steals Board property.
 - 9. Duplicates school district issued keys.
 - 10. Intentionally falsifies records.
 - 11. Violates any child protection law.

12. Commits an aggravated assault or battery.

13. Carries a lethal weapon onto Board property.

- G. An Assistant placed on administrative leave with pay pending investigation into allegations of misconduct will be provided with the general nature of the alleged offense. It is the intent of the District to provide a copy to the Association as well, however failure to provide this notification will not constitute grounds for or be part of a claimed violation of due process.
- H. Prior to any discharge for misconduct the District will conduct an appropriate investigation and take necessary actions to insure due process has been provided the Assistant. At any investigation conference the Assistant shall be provided with the general nature of the alleged offense and their right to union representation at the conference. It is the intent of the District to provide a copy to the Association as well, however failure to provide this notification will not constitute grounds for or part of a claimed violation of due process.

ARTICLE XII: LEAVES OF ABSENCE

- A. **Health Leave.** After one (1) year of service with the Lansing School District, an Assistant may be granted, upon written application to the Human Resources Office, a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one year from the date granted by the Board. A physician's statement verifying the need for a leave should accompany the request.

Prior to return, the Board may require the Assistant to provide a certificate of good physical and/or mental health. The Board reserves the right to have Assistants returning from such a leave promptly examined by a physician of its choice at Board expense.

- B. **Maternity Leave.**

1. If the Assistant desires a maternity leave of absence without pay, the Assistant must file a written request with the Human Resources Office at least thirty (30) days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six [6] weeks after termination of the pregnancy).
3. Upon returning from leave of absence, their physician must certify that they are physically sound and able to perform all duties of their position and that they are not an industrial risk. The Board may choose at its option and expense to have the Assistant examined by the Board's physician prior to the Assistant's return to work.

- C. **Parental Leave.** A parental leave of absence without pay may be granted, upon written request submitted to the Human Resources Office, to Assistants with at least one (1) year of service who become parents of a newborn, for a period up to but not exceeding one (1) year. (Assistants with less than one (1) Year of service may request such leave for a period not to exceed their length of credited service with the District.) Such leave must be requested, in writing, prior to the six (6) week post-natal examination, but not less than thirty (30) days prior to the date such leave is to become effective.

- D. **Military Leaves of Absence.** Assistants who have been inducted or enlisted for military duty in any of the armed forces of the United States shall be granted leaves of absence without pay for a period not to exceed three (3) months beyond their honorable discharge date, upon written request submitted to the Human Resources Office. Full credit toward advancement on the salary schedule shall be granted and all accumulated compensable leave acquired prior to entry into the service will be reinstated. Military leaves of absence, and credit on the salary schedule, shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of re-employment. The provisions set forth in other sections of this Article shall not be applicable to this section.
- E. **Adoptive Leave.** Any Assistant may apply to the Human Resources Office in writing for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the Assistant desiring adoptive leave shall apply to the Human Resources Office for an adoptive leave which shall commence when the Assistant assumes custody of the child and shall continue for the duration of the school year. (Unless the Assistant has less than one (1) year of credited District service, in which case the Assistant may request a leave not to exceed their length of service.) Upon request of the Assistant the leave shall be extended for an additional school year.
- F. **General Purpose Leave and Education Leave.** Upon written application submitted to the Human Resources Office, and after one (1) year of service with the District, an Assistant may be granted a General Purpose Leave of Absence of up to one (1) year, without pay. Said leave is renewable upon the written request of the Assistant and the approval of the District.
- G. **Assistant's Responsibilities Upon Return From, or Seeking Extension of, A Leave of Absence.** An Assistant returning from or requesting an extension, in writing, submitted to the Human Resources Office, of a leave of absence must notify the Human Resources Office no later than thirty (30) days prior to the expiration date of the leave.

Assistants may be placed in the first opening available for which they are qualified in the same classification in the building where they formerly worked. An Assistant that takes a health, maternity, parental or adoptive leave of one (1) semester or less shall have the right to return to their position, or an equivalent position, unless such a position no longer exists.

Those Assistants taking leaves of more than one (1) semester but no longer than one (1) year shall have the right to return to an equivalent position, at the beginning of the school year following the end of the Assistant's leave, unless such a position no longer exists.

H. **Leaves For Other Purposes.**

1. **Jury Duty.** The Assistant who receives a jury duty interview and appearance notice must notify the Human Resources Office in writing within one (1) school day of such notice. If Assistants are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal weeks' pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that Assistants shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, Assistants must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty. Any Assistant found abusing this privilege shall not

be entitled to the pay differential and will be subject to disciplinary action.

2. A leave of absence with full pay not chargeable against the Assistant's sick leave shall be granted for court appearance when subpoenaed as a witness in any case connected with the Assistant's employment or the school, provided the Assistant pays to the school district any sums received as subpoena fees. This provision shall not apply to employees who are plaintiffs in civil suits against the District.

I. The Board reserves the right to fill an opening created by a leave of absence.

J. **Family and Medical Leave Act of 1993.**

1. The District will extend such additional considerations and benefits to Assistants as are required by the Family and Medical Leave Act (FMLA) of 1993. The District and the LEA agree that it may be necessary to temporarily reassign an employee to accommodate intermittent usage of the leave or to facilitate a transition for returning to their regular position. Such temporary assignment shall be for the same number of work hours as that held by the employee prior to the leave and shall be at the Assistant's regular rate of pay (or higher rate if required by the classification of the temporary position).
2. The Assistant shall have the option of using accumulated compensable leave, accumulated and accrued vacation, and/or personal leave during the leave of absence. The remainder of any leave will be unpaid.
3. Health benefits will be continued during the leave under the same conditions and at the same level as if the Assistant was still at work.
4. Seniority shall continue to accrue during the leave.
5. The Assistant shall have the right to take the leave on a reduced or intermittent schedule, if allowed by law.
6. Whenever practicable, the Assistant will provide the Employer at least thirty (30) calendar days' written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. The Assistant should also provide the District with appropriate medical documentation. If the District should require additional medical information, the District will put in writing to the physician what additional information is needed.
7. The District retains the right to deny a request to return from leave to an "instructional" position, consistent with the law, during the final weeks of a semester.
8. For purposes of crediting and fulfilling unpaid leave entitlements under the provisions of this Agreement, any contractual unpaid leave which would also qualify under the provisions of FMLA will run concurrently with the FMLA to the extent permitted by the Act and its implementing regulations.
9. Under the provisions of Section 825.213 of the Act (recovering costs for maintaining benefits during FMLA leave), the District may require an Assistant who fails to return from an unpaid

leave, during which they received FMLA leave paid benefits, to repay the District the amount it paid for the continuation of said benefits. The terms of repayment shall rest solely between the Assistant and the District. The District shall hold the Association harmless in any matter related to the implementation of this section.

- K. **Military Reservist.** In the event bargaining unit members, who are military reservists are called to active duty, the District and the LEA, upon LEA request, shall meet to discuss insurance and salary transition impact.

ARTICLE XIII: COMPENSABLE LEAVE

- A. **Compensable Leave.** Compensable leave of one (1) day per month worked shall be credited to the compensable leave account of each employee. A compensable leave day shall be defined as the number of hours in the employee's regular work day. Each employee can accumulate a maximum of four hundred eighty (480) hours.
- B. **Conditions for Compensable Leave.** Compensable leave shall be granted in accordance with the schedule specified here, subject to the following conditions:
1. **Personal Illness.** Illness or injuries not requiring a leave of absence.
 2. **Illness or Serious Injury in the Immediate Family.** Absence necessitated because of the need of the personal attendance of the employee. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, grandparent, grandchild, and any other person for whose financial or physical care the Assistant is principally responsible.)
 3. **Bereavement.** Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of an Assistant's father, mother, father-in-law, mother-in-law, foster parents, spouse, children, brother, sister, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per occurrence. Additional days may be granted by the District in extenuating circumstances.
 4. **Funerals.** One (1) day leave shall be granted for attending funerals for persons other than in the immediate family unless granting such leave will significantly impact building/program operations.
- C. **Signed Timesheet.** Each Assistant shall present a signed timesheet indicating the reason for absence(s), such timesheet (electronic record) to be filed in the immediate building administrators' office, unless submitted electronically on the District approved platform for reporting absences. The administrator may request a physician's statement for an employee's absence due to the illness of three (3) or more days' duration.
- D. **Call-in Procedure.** It is the responsibility of each Assistant to report unavailability for work. Each building administrator may establish a reasonable call-in procedure, but in the absence of specific building requirements, the Assistant should report the absence as soon as practicable, and not later than **one (1) hour** prior to the start of their work day. Assistants shall, at the time of reporting their absence, state the reason for absence, where they may be reached, and the anticipated length of absence.

- E. **Leave Day with Pay.** At the beginning of each school year, each Assistant will be credited with three (3) leave days with pay. Any Assistant who works an additional assignment during the summer for four (4) or more weeks shall receive one (1) additional personal leave day with pay. This fourth leave day may be used for recreational purposes during the summer months, provided appropriate substitute arrangements can be made. Each Assistant who is hired and commences employment after the beginning of the year shall be credited with three (3) leave days with pay or a fractional amount thereof as follows:

July through December 3 days
January through March 1 day
April through May ½ day
June None

An employee taking a leave day shall file a notice of the intent to take such day with their immediate supervisor at least three (3) days prior to the date of such leave (except in the case of emergency). (An emergency is an incident over which the Assistant has no control.)

In the event an Assistant does not use all leave days, that portion shall be transferred to their regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

A *leave day with pay* shall be defined as one-tenth of an Assistant's bi-weekly hours. The number of leave days with pay available shall be determined by the Assistant's regularly assigned hours at the time of application for such a leave.

- F. **Misuse of Compensable Leave.** Any Assistant who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under said policy shall forfeit all accumulations and any further right under said policy unless or until reinstated in good standing by the Board on recommendation of the Superintendent.

G. **Summer School Compensable Leave.**

1. Assistants working in a summer school program of a minimum of four (4) weeks' duration shall be entitled to two (2) additional compensable leave days to be used for personal illness or illness in the immediate family. In the event an Assistant does not use any portion of the summer compensable leave the balance shall be transferred to their regular cumulative leave.
2. Assistants working during the summer or in a fifty-two (52) week program shall be able to use their accumulated compensable leave. Assistants working other summer programs can use compensable leave accrued during summer months.

- H. A qualified Assistant shall be granted, upon retirement from the District, an additional salary payment equal to their current rate of pay for one-half (1/2) their unused accumulated compensable leave. Such payment shall be limited to a maximum of two hundred forty (240) hours. For purposes of this paragraph, qualified employees shall include those who are eligible to receive a Michigan Public School Employee Retirement System (MPERS) Defined Benefit Pension including regular, disability and deferred retirement.

Assistants not qualifying for MPERS retirement, but having reached the age of fifty-five (55) and having fifteen (15) years of regular service, shall be paid \$225.00 upon retirement from the District.

- I. The District will pay for Long Term Disability (66 2/3% of monthly earnings with a max of \$4,000) beginning on day sixty-one (61) for personal illness or injury.
- J. Employees transferring in to the LEA unit may transfer no more than four hundred eighty (480) hours of accumulated compensable leave time from their previous position.

ARTICLE XIV: PROTECTION OF ASSISTANTS

- A. Any case of employment related assault and battery upon an Assistant shall be immediately reported to the immediate supervisor. The Board shall provide legal counsel to advise the Assistant of any rights and obligations in connection with handling the incident by law enforcement and judicial authorities.
- B. Time lost by an Assistant where the Assistant is found in a court of competent jurisdiction not to be the responsible party, shall not be charged against the Assistant.
- C. The Board will reimburse, repair, or replace for Assistants the current value of clothing and personal property damaged or destroyed as a result of assault and /or battery upon them suffered in the course of their employment unless such loss is covered by insurance or reimbursement is obtained from other sources.
- D. The Board will provide a reasonably safe location for Assistants to store personal property that is necessary to bring to the work place.
- E. Any Assistant who is absent from work because of an injury suffered from a physical assault as a result of an employment related activity shall receive from the Board the difference between the Assistant's regular weekly income and the payment the Assistant receives through Worker's Compensation in the following manner:
 - 1. For the first four (4) work weeks, there will be no deduction from compensable leave.
 - 2. Beyond four (4) weeks, such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the Assistant's regular weekly pay until compensable leave is exhausted.

If the District's workers compensation physician and/or carrier schedules therapy during the normal workday, the District shall not charge the time against the Assistant's compensable leave bank.

- F. **Disability Accommodations.** Any bargaining unit member who has become disabled under the terms of the American with Disabilities Act while employed by the District may request appropriate accommodations for the disabling condition, which may include reassignment to a vacant position for which the employee is qualified. Upon review of the employee's request, and consideration of any other appropriate accommodations, the District will make a good faith attempt to accommodate the employee in the most appropriate manner. If more than one (1) employee could be reasonably accommodated by transfer to the same vacancy, preference will be given to employees whose disabling condition arose out of or in the course of their employment with the District. Prior to the placement of an Assistant under this provision the District shall notify the Association.

Nothing in this provision shall cause the Board to act in a manner inconsistent with the American's with Disability Act.

ARTICLE XV: EMPLOYEE-EARNED BENEFITS

- A. 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 current school year of which the reversal occurred 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 benefit coverage. 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 in early Fall of each year, to be effective January 1st of the following year.

Insurance. The parties agree that the District will pay the full amount of the Hard Cap as allotted by law toward the cost of health care premiums only if the District realizes enough savings to offset by the change in Health Insurance plans for the LEA. The increased cost for the Hard Cap payment will be based on the 2017-18 data expected to be available in January of 2018. The increases to the Hard Cap will be based on the dollar-for-dollar savings realized by the District as a result of the change in Health Insurance plans. If the LEA decides to engage a change in insurance providers/policies/benefit that affects the premium costs for medical insurance for the LEA unit, it shall not result in an increase or decrease in the District's premium costs. Before changes are to occur, employees will be given at least (60) calendar days advance notice of the change, as currently required by federal law.

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.

PAK A, C, D or E – Medical. Eligible LEA members may select from one of four MESSA plans:

1. PAK A - MESSA Choices \$500/\$1,000 calendar year deductible; 10% coinsurance; 5-Tier Rx
2. PAK C – MESSA Choices \$1,000/\$2,000 calendar year deductible; 20% coinsurance; 5-Tier Rx
3. PAK D – MESSA Balance+ \$1,650/\$3,300 calendar year deductible; 20% coinsurance; Balance+ Rx
4. PAK E – MESSA Essentials \$375/\$750; 20% coinsurance; Essentials Rx

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 District shall work to provide as much notice to the affected members. Any LEA member

contribution shall be made via payroll deduction in accordance with the District's Section 125 plan.

PAK B (for those on PAC A, C, D, or E) – Non-Medical shall include the following benefits: Delta Dental 80/60/60 \$1,000 annual max Ortho 60% with \$1,300 lifetime max, Vision VSP 3, \$10,000 Life Insurance and Long-Term Disability (66 2/3 salary, max \$4000 monthly, 60 CDSW).

PAK B - Cash Option. The District shall provide a cash option in lieu of medical benefits for those eligible. The cash amount is \$450.00 per month.

Health: In lieu of Health - Cash Option as provided above.

LTD: 66 2/3 salary, max \$4000 monthly, 60 CDSW).

Life: \$10,000.00 Negotiated Life & AD&D through MESSA PAK B

Vision: VSP-3 through MESSA PAK B

Dental: Delta Dental 80/60/60 \$1,000 annual max Ortho 60% with \$1,300 lifetime max,

All cost relating to the implementation and administration of benefits under this 125 Section shall be borne by the District.

- B. **Self-Paid Dental Insurance Option.** Shall be available to all Assistants at the employees cost through the LSD current plan 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 LSD current plan, single subscriber rate for non-benefit eligible employees or a comparable Plan mutually agreed to by the parties.
- C. **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 their 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.

- D. **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. 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, and children no longer dependent) must be reported within thirty (30) days of the event.

- E. **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.

ARTICLE XVI: VACATIONS

- A. Upon completion of one (1) year of employment, an Assistant working in a fifty-two- (52) week program shall receive an annual paid vacation of ten (10) days. Vacation shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the program. Vacations shall be scheduled for a period of not less than one (1) day unless otherwise approved by the employee's supervisor.
- B. For Assistants in a fifty-two- (52) week program, up to ten (10) vacation days may be carried forward to the next benefit year (maximum accumulation of twenty (20) workdays at any one time). Upon leaving the District a bargaining unit member shall be paid for all unused vacation time based upon their then current rate of pay.

ARTICLE XVII: HOLIDAYS

Recognized Holidays. The following days shall be recognized and observed as paid holidays with premium pay or overtime pay, if worked:

New Year's Day	Thanksgiving Day
Martin Luther King Jr.'s Birthday	The Day after Thanksgiving
Memorial Day	Christmas Day
July 4 th (see paragraph B)	Labor Day
President's Day	Juneteenth (see paragraph B)

Eligible Assistants shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday. Individual holiday observance dates may be changed for specific operations upon mutual approval of the Board and the LEA.

- A. In addition, the following holiday-related time off with pay will be granted:
- Good Friday (As observed by the District)
 - The Day before Christmas
 - The Day before New Year's
- If worked, payment at the rate of time-and-one-half will be granted for the days covered in this provision.
- B. If an Assistant's summer program or summer school start and/or end date encompasses Juneteenth, July 4th, or both, the employee will be paid for the holiday(s).
- C. **Eligibility Requirements.** The Assistants shall be eligible for holiday pay under the following conditions:
1. The Assistant worked the full period of the last scheduled workday prior to and the next scheduled workday following the holiday.

2. Eligible Assistants who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular workday.
3. If an Assistant works on any of the paid holidays listed in A above, the Assistant shall be paid in addition to the holiday pay a sum computed by multiplying their current hourly rate of pay by twice the number of hours worked on said paid holiday.
4. Assistants reporting for work in less than five days per week and who are not regularly scheduled to report on the work day (Monday through Friday) on which the holiday or holiday-related day is observed shall not receive extra pay for that day.

D. **Child Care Programs.** The date a holiday is observed in District child care programs may vary from that which is observed by other District operations. The Association and the Childcare Assistants will be provided advance notice of holiday observance dates which differ from the norm.

ARTICLE XVII: MILEAGE

Assistants who are required as a part of their job to use their own vehicles for transportation in order to perform their duties shall be reimbursed at the maximum allowable rate per Board Policy. Mileage will be computed on the basis of actual miles logged and reported each month.

ARTICLE XIX: NO STRIKE CLAUSE

- A. For the term of this Agreement, the LEA agrees for and on behalf of its officers, members, and each and every Assistant within the bargaining unit, that they will neither instigate, call, maintain, condone, support or permit in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- B. In the event of any action in violation of the foregoing, the LEA and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
 1. Promptly, no later than within twenty-four (24) hours, issue a statement to the local newspapers and furnish the Board with a signed statement both of which shall be to the effect that the work interruption is unauthorized by the LEA and is in violation of the Agreement.
 2. Within twenty-four (24) hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this Article.
- C. The LEA will not directly or indirectly take reprisals against an Assistant who continues, or attempts to continue, their duties, or who refuses to participate in any of the activities prohibited by this Article.

- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article of the Agreement.
- E. Compliance by the LEA with all the provisions above shall free the LEA from all liability for any breaches of this Article of the Agreement.

ARTICLE XX: RIGHTS OF EMPLOYER

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the federal government of the United States. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
 - 3. Direct the working forces, including the right to hire, suspend and discharge Assistants, transfer Assistants, assign work or duties to Assistants, and determine the size of the work force and to lay off Assistants.
 - 4. Adopt reasonable rules and regulations.
 - 5. Establish and determine the qualifications of Assistants.
 - 6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Assistants as provided for in this Agreement.
 - 7. Establish course of instruction and in-service training program for Assistants and to require attendance at any workshop, conference, etc., by Assistants, including special programs during the workday.
 - 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - 9. Continue the right to determine job content.
 - 10. Determine all methods and means to carry on the operation of the schools.
 - 11. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan, and the laws of the United States.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE XXI: 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.

ARTICLE XXII: CONFORMITY TO LAW

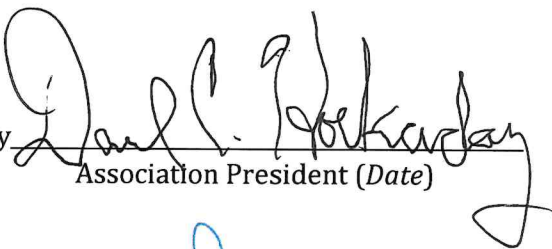
If any provision of this Agreement or any application of the Agreement to any Assistant or group of Assistants shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall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

ARTICLE XXIII: DURATION OF AGREEMENT

This terms and conditions of this collective bargaining agreement is the agreement reached by parties on all issues which were subject to negotiation. The Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the of the parties as an amendment to this agreement.

This Agreement shall be effective as of August 16, 2024, and continue in effect through August 15, 2028. This agreement shall not be extended orally, and it is expressly understood that it (and designated portions hereof) shall expire on the date(s) indicated. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

FOR THE ASSOCIATION

By 
Association President (Date)

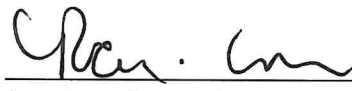
By 
MEA SNAP Negotiator (Date)


By 
MEA UniServ Director (Date)

Association Negotiating Team:

David Hockaday
Tom Bogle
Carolyn Foster
Tiffany Johnson
Jerry Swartz (MEA SNAP Negotiator)

FOR THE BOARD OF EDUCATION

By 
Board President (Date)

By  4/1/25
Superintendent (Date)

By  4/1/25
Human Resources Director (Date)

Board Negotiating Team:

Ben Shuldiner
Sergio Keck
Kim Adams
Kristina Tokar
Clayton Ross
Steve Tapia

APPENDIX A: ASSISTANT CLASSIFICATIONS

Pay Scale	Job Title
Group A	Breakfast Supervision Assistants Cafeteria Assistants Cashier Assistants Lunchroom Assistants Noon Supervision Assistants Program Assistants
Group B	Babysitting Assistants Band Assistants Child Care Giver Assistants Clerical Assistants Community School Support Assistants Home School Assistants Instructional Assistants Life Experience Assistants Math Assistants Media Assistants Music Assistants Pianist Assistants Program Teacher Assistants Reading Assistants Staff Assistants Supportive Staff Assistants Teacher Assistants
Group C	ABE Instructional Assistants Adult Education Instructional Assistants Attendance Assistants Behavioral Assistants Bilingual Assistants Clinical Assistants Community Relations Assistants GSRP Child Care Assistants Hearing Impaired Assistants In-School Suspension Assistants Interpreter Assistants Library Media Assistants Materials Consultant Assistants Media Technology Assistants Nurse Assistants Recruitment/Retention Assistants Special Education Assistants Therapy Assistants Work Study Assistants Home Study Assistants Homeschool Assistant, Coordinator Online Mentor Assistants Specialized Program Assistants Specialized Staff Assistants

Position Placement on the Salary Scale.

The parties agree to the following regarding the placement of any newly created Assistant title/position on the salary schedule.

- A. The parties agree to establish a committee for the purpose of defining standards for determining where a **new** position is placed on the salary schedule.
- B. The Committee shall consist of two (2) District employees appointed by the Senior Director of Human Resources and two (2) Assistants employed by the District appointed by the Association.
- C. The Committee shall meet when the District proposed the creation of a new Assistant title/position.
- D. In the event a majority does not support the placement, the Superintendent or designee has the right to place the new position at the appropriate salary schedule.
- E. The process defined above shall be final and not subject to the grievance procedure.

APPENDIX B: SALARY SCHEDULES

2024-25	Group A Cafeteria/ Supervision Assistants	Group B Instructional Assistants	Group C Specialized Assistants	Misc.*	Additional Step Pay
Step 1	\$14.00	\$17.50	\$20.00	\$22.40	
Step 2	\$14.28	\$17.85	\$20.40	\$22.85	
Step 3	\$14.57	\$18.21	\$20.81	\$23.31	
Step 4	\$14.87	\$18.58	\$21.23	\$23.78	
Step 5	\$15.17	\$18.96	\$21.66	\$24.26	
Step 6	\$15.48	\$19.34	\$22.10	\$24.75	
Step 7	\$15.79	\$19.73	\$22.55	\$25.25	
Step 8	\$16.11	\$20.13	\$23.01	\$25.76	
Step 9	\$16.44	\$20.54	\$23.48	\$26.28	
Step 10	\$16.77	\$20.96	\$23.95	\$26.81	
Steps 11-15	\$16.77	\$20.96	\$23.95	\$26.81	\$1,000
Steps 16-20	\$16.77	\$20.96	\$23.95	\$26.81	\$1,500
Steps 21+	\$16.77	\$20.96	\$23.95	\$26.81	\$2,000

2025-26	Group A Cafeteria/ Supervision Assistants	Group B Instructional Assistants	Group C Specialized Assistants	Misc.*	Additional Step Pay
Step 1	\$14.49	\$18.11	\$20.70	\$23.18	
Step 2	\$14.78	\$18.47	\$21.11	\$23.65	
Step 3	\$15.08	\$18.85	\$21.54	\$24.13	
Step 4	\$15.39	\$19.23	\$21.97	\$24.61	
Step 5	\$15.70	\$19.62	\$22.42	\$25.11	
Step 6	\$16.02	\$20.02	\$22.87	\$25.62	
Step 7	\$16.34	\$20.42	\$23.34	\$26.13	
Step 8	\$16.67	\$20.83	\$23.82	\$26.66	
Step 9	\$17.02	\$21.26	\$24.30	\$27.20	
Step 10	\$17.36	\$21.69	\$24.79	\$27.75	
Steps 11-15	\$17.36	\$21.69	\$24.79	\$27.75	\$1,000
Steps 16-20	\$17.36	\$21.69	\$24.79	\$27.75	\$1,500
Steps 21+	\$17.36	\$21.69	\$24.79	\$27.75	\$2,000

2026-27	Group A Cafeteria/ Supervision Assistants	Group B Instructional Assistants	Group C Specialized Assistants	Misc.*	Additional Step Pay
Step 1	\$15.00	\$18.75	\$21.42	\$24.00	
Step 2	\$15.30	\$19.12	\$21.85	\$24.48	
Step 3	\$15.61	\$19.51	\$22.29	\$24.97	
Step 4	\$15.93	\$19.90	\$22.74	\$25.47	
Step 5	\$16.25	\$20.31	\$23.20	\$25.99	
Step 6	\$16.58	\$20.72	\$23.67	\$26.51	
Step 7	\$16.91	\$21.14	\$24.16	\$27.05	
Step 8	\$17.26	\$21.56	\$24.65	\$27.59	
Step 9	\$17.61	\$22.00	\$25.15	\$28.15	
Step 10	\$17.96	\$22.45	\$25.66	\$28.72	
Steps 11-15	\$17.96	\$22.45	\$25.66	\$28.72	\$1,000
Steps 16-20	\$17.96	\$22.45	\$25.66	\$28.72	\$1,500
Steps 21+	\$17.96	\$22.45	\$25.66	\$28.72	\$2,000

2027-28	Group A Cafeteria/ Supervision Assistants	Group B Instructional Assistants	Group C Specialized Assistants	Misc.*	Additional Step Pay
Step 1	\$15.30	\$19.12	\$21.85	\$24.48	
Step 2	\$15.60	\$19.50	\$22.29	\$24.97	
Step 3	\$15.92	\$19.90	\$22.74	\$25.47	
Step 4	\$16.25	\$20.30	\$23.20	\$25.98	
Step 5	\$16.58	\$20.72	\$23.67	\$26.51	
Step 6	\$16.91	\$21.13	\$24.15	\$27.04	
Step 7	\$17.25	\$21.56	\$24.64	\$27.59	
Step 8	\$17.60	\$22.00	\$25.14	\$28.15	
Step 9	\$17.96	\$22.44	\$25.66	\$28.71	
Step 10	\$18.32	\$22.90	\$26.17	\$29.29	
Steps 11-15	\$18.32	\$22.90	\$26.17	\$29.29	\$1,000
Steps 16-20	\$18.32	\$22.90	\$26.17	\$29.29	\$1,500
Steps 21+	\$18.32	\$22.90	\$26.17	\$29.29	\$2,000

**Misc. is no longer available to new hires and will be utilized until there is no longer any employee left on the column.*

Assistants are placed at steps based on their longevity/years of service.

Salary increasers from 2025 base rate: 3.5% for FY26, 3.5% for FY27, 2.0% for FY28. An economic reopener is available for Cost of Living Adjustment only if requested by the Association in FY28.

Starting hourly rate for 2024-25 base rate are set at \$14.00 for Group A, \$17.50 for Group B, and \$20.00 for Group C.

Longevity starts at Step 5-10 at \$450.00 for the 2024-2025 school year only, then sunsets and is no longer applicable. Additional Step payments shall be paid the first pay in December in the following amounts: \$1,000 for Steps 11 through 15, \$1,500 for Steps 16 through 20; and \$2,000 for Step 21 and above. Eligible Assistants on unpaid leaves of absence shall receive such longevity Additional Step payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. Any employee who separates employment prior to the first pay in December shall receive the Additional Step payment in full.

*The Miscellaneous column will be utilized for employees currently on this pay schedule and is not available for placement following the ratification of this agreement.

Retention payments of \$1,950 for Lunch Assistants and \$3,900 for all other LEA members who worked from school year 2012-13 to 2017-18 while wages were frozen and continue to be employed in an LEA position by the District for the 2024-25 school year shall be compensated for lost wages during the "frozen years." These payments are to be paid on December 20, 2024, and June 20, 2025, in two equal payments. Members must be employed in an LEA position on December 20, 2024 to receive the first retention payment and employed in an LEA position through June 6, 2025 to receive the second retention payment. Members hired during the frozen years and currently in an LEA position shall receive a prorated retention payment based upon the number of years/days employed in an LEA position during this time.

Each year employed is equivalent to one step. An Assistant must be employed in an LEA position before April 1st to move up a step the following year.

New hires shall be placed on step one or step two of the wage schedule; exceptions may be made by the parties.

A. **Work-Study Assistants.** Work-Study Assistants will be paid for hours worked only and shall not receive any other benefits under this Agreement.

1. The steps for all salaries represent one (1) year intervals. Anniversary for wage step increase shall be October 26, 2019 for those employees hired for the current school year.

B. **Professional Development Pay.** Assistants who attend professional development and/or in-service during their regularly scheduled working hours will be paid at their regular rate of pay. The parties agree that during the term of this agreement, each LEA noon Assistant may receive three (3) hours of professional development; and all other LEA members may receive six (6) hours of professional development.

Assistants who are authorized by their building administrator to attend additional professional development and/or in-service during District designated professional development days shall be compensated at their normal pay rate. Workshop Pay. Assistants who attend workshops during non-working hours will be paid at their regular hourly rate. All Assistants attending workshops during non-working hours must receive advance written approval from the applicable administrator to qualify for payment.

C. **Attendance Incentive.** All LEA members who are absent the equivalent of ten (10) days (1 day = requisitioned hours/day) or fewer (FTE Based) within a given school year shall receive \$200 off-schedule stipend. The following days will not be counted against the ten (10) days or fewer of absences:

1. District approved FMLA leave time;
2. District approved conferences/workshops/professional responsibilities;
3. Time away from work due to compliance with subpoenas related to LEA members work responsibilities or jury duty;
4. District approved administrative leave that does not result in disciplinary action.

D. **Camp Pay.**

1. 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.
2. 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.

- E. **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 Miscellaneous 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 to the LSEA Bargaining Unit. This is only for those Assistants who are working to obtain their proper certification. An Assistant with these skills that is not pursuing certification, will be paid at their regular rate of salary.

APPENDIX C: SELECTION PROCEEDURES

Selection Procedures for LEA Assistants Applying for Assistant Vacancies

In filling posted bargaining unit vacancies, other than Supervision Assistants, for which LEA members have applied, the District shall use the following procedure to evaluate the experience, competency and qualifications of each applicant:

Step 1: Each applicant for the posted vacancy shall be evaluated by the District using the attached Assistant Applicant Screening Grid. Screening activity shall conform to the attached Rating Criteria for the Assistant Applicant Screening Grid.

All LEA members who score within five (5) points of the lowest scoring non-LEA member applicant selected for an interview, shall be selected for an interview.

Step 2: Each applicant qualifying for an interview shall respond to the same set of interview questions and shall have his/her answers evaluated by the same interviewer(s).

Note: The screening grid shall constitute 33% of the total possible points.

An applicant's point total on the Screening Grid and the point total on the interview (or averaged point total from a panel interview) shall be made available upon request of the applicant for the LEA. Applicants shall not be provided score information of other individuals. However, the LEA may review this information.

An Assistant who has been placed on a formal improvement plan is ineligible to apply for a posted vacancy when the area for improvement, addressed in the improvement plan, is part of the responsibilities listed for that vacancy. Exceptions to this policy shall only be made upon mutual agreement.

Changes in these selection procedures may be made through mutual consent of the parties.

Assistant Applicant Screening Grid

Criteria	Points	Scoring Description
Application Materials*	1-4	4 – Materials are free from errors and provide specific background information to desired position 3 – Materials are generally free from errors and provide general background information of applicant 2 – Materials contain many errors and is do not provide clear background aligned to the position sought 1 – Materials are missing or lack significant clarity
Educational Background	1-4	4 – Associates+ 3 – 60 credits to Associates 2 – Some college credit; less than 60 credits 1 – High School diploma or equivalent
Related Work Experience	1-4	4 – 5+ of related work experience 3 – 3-5 years of related work experience 2 – 1-3 years related work experience 1 – Less than 1 year of related work experience
Seniority	1-4	4 – 5+ of Bargaining Unit Seniority 3 – 3-5 years of Bargaining Unit Seniority 2 – 1-3 years of Bargaining Unit Seniority 1 – Less than 1 year of Bargaining Unit Seniority
Total		

**Internal applicants receive a "4" on the Application Materials.*

Summer School Selection

An Assistant who has successfully worked in the position during the previous summer(s) will have first rights to the same position for the following summer. In the selecting of Assistants for summer assignments for a 1:1 position, priority will be given to those who we employed in the 1:1 position during the school year. If neither of the above apply, 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 the same or similar responsibilities, 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 Human Resources when they have determined the need to go outside their building/program to staff summer programs.