



AGREEMENT

BETWEEN

GRAND LEDGE BOARD OF EDUCATION

AND

MEA/NEA UNIT IV

**PARAEDUCATORS
TEACHER ASSISTANTS
HEALTH CARE PARAEDUCATORS**

July 1, 2024 – June 30, 2027

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PREAMBLE

WHEREAS the Board has an obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with representatives of its Paraeducators, Teacher Assistants, and Health Care Paraeducators, and recognized Preschool Assistants with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Paraeducators Unit IV, MEA/NEA hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all Paraeducators, Teacher Assistants, and Health Care Paraeducator personnel employed by the Board and all Preschool Assistants employed by the Board, excluding supervisor or designees, summer employees and all others.

For the purposes of this Agreement, the term "bargaining unit member" shall refer to all personnel covered by this Agreement. The term "Paraeducators", "Teacher Assistants", "Health Care Paraeducators", "Preschool Assistants", "Reading Teacher Assistants", and shall refer only to personnel employed in those specific positions.

- B. The Board agrees not to negotiate with any labor organizations other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the right of the individual bargaining unit member to confer with and raise issues of problems with appropriate supervisory personnel.

ARTICLE 2 - BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan, and/or the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. A bargaining unit member engaged during the working day in negotiating on behalf of the Association with any representative(s) of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. Office mailboxes, email and bulletin boards in lounges and workrooms shall be made available to the Association and its members.
- B. All grievances and negotiation activities shall take place after the workday unless specifically approved by the Board or its agent in advance. Such approved activities shall be without loss of pay for participants.
- C. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other appropriate information required by the Freedom of Information Act as will assist the Association, upon request of the Association.

ARTICLE 4 - PROTECTION OF EMPLOYEES

A. LEGAL AND PHYSICAL

- 1. Bargaining unit members are covered under the general liability policy carried by the Board of Education.
- 2. All cases of accidents, injury, or assault involving bargaining unit members or students growing out of the exercise of bargaining unit duties or school activities shall be reported to the principal or supervisor or designee on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.
- 3. Complaints by parents or students directed toward bargaining unit members shall be called to the attention of the bargaining unit member when, in the judgment of the principal or direct supervisor or designee, such information will be of help to all concerned.

ARTICLE 5 - WORKING HOURS, ASSIGNMENTS, AND CONDITIONS OF EMPLOYMENT

- A. The Board agrees to make available existing rooms, restroom, lunchroom, lavatory, and telephone facilities for the use of bargaining unit members and will provide comparable facilities in any new building programs. Long distance charges for non-professional, non-school business shall be paid by the using bargaining unit member.
- B. Adequate parking facilities shall be made available to bargaining unit members for their use whenever practical and possible.
- C. No religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board except as it may affect their effectiveness as a bargaining unit member.

- D. All bargaining unit members shall be expected to complete the necessary physical examinations, immunizations, x-rays, and professional training as required by the Board. etc., as required by the Board. Board paid TB tests shall be made available at the health department and must be obtained prior to employment and thereafter as required by law. The Board shall assume the cost of any second opinions it requires, as well as the cost of any Board-required physical examinations, immunizations, x-rays, etc., not covered by insurance and will provide Cardiopulmonary Resuscitation (CPR) & Crisis Prevention Intervention (CPI) training.
- E. The normal work year for Paraeducators, Teacher Assistants, Health Care Paraeducators, and Reading Teacher Assistants consists of the following:
- i. All student instructional days and assigned
 - ii. Non-instructional professional development hours/days.
 - iii. The normal work year for Preschool Assistants and employees will be fifty-two (52) weeks unless it is changed by mutual consent of the employee, supervisor or designee, and the Superintendent or designee.
- F. The building principal or supervisor or designee shall determine the daily work schedule and job assignment. Any bargaining unit member who is requested to work extra hours in their position over and above their regularly scheduled working hours will be reimbursed at their normal rate of pay. Unless such total hours exceed forty (40) hours per week, then the bargaining unit member will be compensated at the rate of time-and-one-half their regular pay.
- G. Building administrators or designees anticipating changes in assignments for the Paraeducators, Teacher Assistants, and/or Health Care Paraeducators in their building shall call a tentative building assignment meeting to solicit input. Personnel will be notified of any such meeting in their building and will be invited to attend. At this meeting, they will review possible scheduling configurations for the Paraeducators, Teacher Assistants, and/or Health Care Paraeducators assigned to the building. Building assignment meetings shall be a standardized process across all buildings. This process shall be developed in conjunction with the HR Director. This building bid meeting should take place no later than the 1st Wednesday of June. **Employees may assign a proxy to bid for them in their absence.**
- H. At the building job assignment meeting, to the degree possible, each employee in good standing (developing or effective) will be assigned to their former position. If there is an open position in the building then all of the personnel assigned to that building shall be provided with an opportunity to request to move to the open job. When making assignments, the building principal will consider all requests based on qualifications and seniority, however the building principal will have ultimate right of assignment.
- I. Teacher Contract Language - When there is an absence or shortage of a contractual aide, one can be moved to cover a legally required special education assignment if subs are not available. One aide cannot be moved more than twice per trimester.

The building principal will maintain a list of all TAs in the building. In the event that a contractually/legally required TA is removed from their classroom/role to act as a substitute teacher in another classroom in the building, the building administration will fill the vacant TA position first with a sub. If a sub is not available, the vacancy will be filled with the next available TA on the list in order to prevent a TA vacancy from consistently occurring in the same classroom/role.

- J. In the event that a building principal finds it necessary to move a Paraeducator, Teacher Assistant and/or Health Care Paraeducator (temporarily or long term), the building principal will consider qualifications, seniority and the employee's interest in moving, however the building principal will have ultimate right of assignment. Any long term moves can be appealed first to the HR Director, then the Superintendent.
 - i. Paraeducators, Teacher Assistants, and/or Health Care Paraeducators qualifications will be based on training, evaluations, and job experience.
 - ii. If a Paraeducator, Teacher Assistant and/or Health Care Paraeducator's job is eliminated, they will be offered, based on district seniority, the choice of any vacant position for which they are qualified within their building or the choice of displacing a less senior Paraeducator, Teacher Assistant and/or Health Care Paraeducator for which the more senior employee is qualified to perform the job. These qualifications will be based on training, evaluations, and similar job experience.
 - iii. Displaced Paraeducators, Teacher Assistants and/or Health Care Paraeducators will be notified of a district bid meeting. This bid meeting will take place no later than the 3rd Wednesday of June. At the district bid meeting these personnel will bid on any available assignments according to their seniority and qualifications. Employees may assign a proxy to bid for them in their absence.
- K. Contractually mandated overload hours (that are less than 2 contiguous hours) that arise during the school year shall be assigned to the Paraeducator, Teacher Assistant and/or Health Care Paraeducator already performing tasks in the affected classroom to the extent possible. Should the affected personnel have responsibilities which conflict with the extended assignment, those conflicting duties shall be offered to the Paraeducator, Teacher Assistant and/or Health Care Paraeducator in the building who is qualified and available for the hours. This process shall not result in a decrease of hours for any employee unless it is a voluntary act on the part of the Paraeducator, Teacher Assistant and/or Health Care Paraeducator.
- L. In no case shall a Paraeducator, Teacher Assistant and/or Health Care Paraeducator be assigned a schedule which would put them in an overtime situation.
- M. When a vacancy occurs during the school year, only the personnel in good standing (developing or effective evaluation) in that building at which the vacancy occurred may request to transfer to that position. The building principal will consider all requests based on qualifications and seniority; however, the building principal will have ultimate right of assignment. **Involuntary assignment changes shall not be made during the school year.**

A Paraeducator, Teacher Assistant and/or Health Care Paraeducator assigned to a specific program and/or child which is moved from one building to another shall have the option of moving with the program and/or child without the position being posted.

- N. The Board will have the authority to override the 'seniority' rule in certain situations of Paraeducator assignments to Special Needs students.
- O. The procedure for summer assignment of Preschool Assistants will be based on Preschool enrollment and the Preschool Assistants work performance, evaluation and qualifications, however the program director will have ultimate right of assignment.
- P. Bargaining unit members shall not be required to assume any supervisory responsibilities (as defined by PERA).
- Q. Bargaining unit members who are requested to drive for school business by the building administrator or supervisor or designee shall be reimbursed for mileage incurred at the current rate allowed by the Board. Mileage reimbursement may be requested quarterly on forms provided and must be approved by the building administrator or supervisor or designee.
- R. There shall be a job description written to cover the generalized job duties of bargaining unit members within each classification. The Association shall be consulted in determining the content of the description.
- S. This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Association. There will be no discrimination with respect to conditions of employment.
- T. Bargaining unit members working six (6) or more hours in one day shall be entitled to an unpaid thirty (35) minute duty-free lunch, scheduled by the supervisor or designee after consultation with the employee.
- U. On the non-instructional hours/days, Paraeducators, Teacher Assistants, and Health Care Paraeducators may be required to work, if scheduled by their immediate supervisor or designee. Scheduled teacher professional development days are also scheduled professional development days for Paraeducators, Teacher Assistants and Health Care Paraeducators and are considered scheduled work days. If no professional development is scheduled on those days, then employees will be paid for the hours that are outlined in the teacher calendar. If an employee cannot attend a scheduled session, then it is expected that they utilize PTO time as it is a scheduled work day.

Paraeducators, Teacher Assistants and Health Care Paraeducators will confer at the beginning of each trimester and the end of the school year with administration on topics for the professional development, in order to ensure that it meets the professional needs of the employees. The Board agrees to provide CPI (Crisis Prevention Intervention) and CPR (Cardiopulmonary Resuscitation) annually within the district provided professional development.

- V. **ASSOCIATION DAYS** - The Board shall grant release time, not to exceed twenty (20) days per year to the designated representatives of the Executive Committee (President and/or Vice President) of the Association employed by the Board for Association business. **These days shall not count against the attendance incentive.**

If the District requests or requires representatives of the Association to be present at a meeting during the regular contractual school day, the Association will not utilize association days and will not be charged.

ARTICLE 6 - QUALIFICATIONS AND PROBATIONARY PERIOD

- A. Nothing in this Article shall prevent the Board from requiring any qualifications, so long as said qualifications can be shown to be related to the position.
- B. The Association shall be notified of the date of employment, classification, and step on wage schedule of newly employed bargaining unit members and transfers.
- C. All bargaining unit members will serve a probationary period of ninety (90) work days. During probation, bargaining members may not transfer to another school and employment may be terminated by either the Board or the bargaining unit member without the usual two-week notice. When a bargaining unit member achieves permanent status, allowances for PTO days will be computed from the date of original hire and they shall become immediately eligible for all benefits to which they are entitled by provisions of this Agreement. Probationary employees will be evaluated at the end of their 90-day probationary period to determine their employment status. Failure to provide such evaluation shall constitute presumption of effective performance. Probationary bargaining unit members do not have access to the grievance procedure.
- D. New bargaining unit members hired in the bargaining unit shall be considered as probationary bargaining unit members for the first ninety (90) days of work. When a bargaining unit member finishes their probationary period, the bargaining unit member shall be entered on the seniority list and shall rank for seniority from the day ninety (90) days of work prior to the day they complete the probationary period. There shall be no seniority among probationary bargaining unit members.
- E. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except discharged and disciplined bargaining unit members. Probationary employees may be displaced from their building job if their building becomes overstaffed.
- F. Upon completion of their probationary period, qualified bargaining unit members may receive credit for previous applicable work experience.

ARTICLE 7 - SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be on a district-wide basis, in accordance with the original date of hire into the bargaining unit. Two (2) lists shall be maintained, 1) a district-wide list, and 2) a building-wide list utilizing the district-wide seniority denoting classifications held. For purposes of all provisions of this Agreement, except for layoff, only district-wide seniority shall be utilized.
- B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all bargaining unit members in the unit entitled to seniority.
- C. A bargaining unit member shall lose their seniority for the following reasons only:
 - 1. The bargaining unit member quits.
 - 2. The bargaining unit member is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - 3. The bargaining unit member is absent, for three (3) consecutive working days without notifying the Board. In extenuating circumstances, exceptions shall be made. After such absence, the Board will send written notification to the bargaining unit member at their last-known address that they have been terminated.
 - 4. If the bargaining unit member does not return to work when recalled from layoff, as set forth in the recall procedure. In extenuating circumstances, exceptions shall be made.
 - 5. Return from sick leave and leaves of absence will be treated the same as (3.) above.
 - 6. In certain severe cases of discipline.
- D. The word "layoff" means a reduction in the workforce.
 - 1. When a layoff takes place, Paraeducators, Teacher Assistants and/or Health Care Paraeducators not entered on the seniority list shall be laid off first within each building. Thereafter, the employee having seniority shall be identified for layoff in the inverse order of their seniority within each building, i.e., the least senior Paraeducator, Teacher Assistant and/or Health Care Paraeducator on the seniority list in the affected building being laid off first.
 - 2. In applying the layoff to a single building, If a Paraeducator, Teacher Assistant and/or Health Care Paraeducator's job is eliminated, they will be offered, based on order of seniority according to the district wide seniority list arranged by building agreed to between the Association and the Board, the choice of any vacant position for which they are qualified within their building or the choice of displacing the less senior employee within the building occupying a position, for which the more senior employee is qualified to perform the job.

3. In applying the layoff to the multiple buildings, if a Paraeducator, Teacher Assistant and/or Health Care Paraeducator would be laid off, the potentially laid off employee would have the option of displacing the least senior employee in the District (with equal or nearly equal hours). Provided that the to be laid off employee is qualified to perform the job of the to be displaced employee. Any displacing rights acquired by a Paraeducator, Teacher Assistant and/or Health Care Paraeducator at the end of a school year or during the summer shall not be exercised until on or after August 15th of that year.
4. Laid off members who fill in for absent employees shall be considered "recalled" to employment. Pay for such "recall" shall be at the regular rate of pay from the first day. At such time an employee works more than ten (10) consecutive workdays in the same position or multiple positions for twenty-one (21) workdays, all rights and privileges of the contract shall accrue. Employees considered to be "recalled" pursuant to this section need not be given a fourteen (14) day notice of layoff from the "recalled" position. However, it is understood that such work shall not impair an employee's right to regular recall.
5. Bargaining unit members to be laid off will receive at least seven (7) calendar days advance notice of layoff.
6. In the event of a layoff, the bargaining unit member's seniority and unused PTO days will be frozen at the date of layoff and restored on the day of recall. No loss of seniority will occur except for the period of layoff.
7. When the work force is increased after a layoff, bargaining unit members will be recalled according to district-wide seniority, with the most senior bargaining unit members on layoff being recalled first if trained and qualified for an open position. Notice of recall shall be sent to the bargaining unit member at their last known address by registered or certified mail. If a bargaining unit member fails to report for work within five (5) days from the date of receipt of the notice of recall, it shall be considered a quit. In extenuating circumstances, exceptions may be made.

Bargaining unit members shall remain on the recall list for one (1) calendar year or an amount of time equal to the laid off bargaining unit member's seniority, whichever is the longer period of time. An employee not accepting recall to a position with equal or nearly equal hours (plus or minus one hour per week) for which they are qualified shall be considered to have quit.

8. In the event of displacement or recall when an employee changes positions, the employee shall be given up to a thirty (30) workday trial, fifteen (15) days of which shall be during the school year, in which to show their ability to perform on the new job. The District will provide reasonable assistance to enable the employee to perform up to the employer's standards on the new position. If the employee is unable to demonstrate ability to perform the work required at any time during the trial period, the employee shall be returned to their previous assignment or laid off. Reasonable assistance shall be shadowing, orientation, reviews of current student plans, initiation; however nothing herein shall require the employer to provide previously offered training.

ARTICLE 8 - VACANCIES AND PROMOTIONS

- A. Vacant positions in the bargaining unit shall be emailed to all unit members and available for internal applications from unit members for a minimum of five (5) working days. A copy of each posting shall be sent to the Association President via email. A vacancy shall be defined as:
1. Newly created positions (i.e., Paraeducator, Teacher Assistant time in newly created programs)
 2. A block of at least two (2) contiguous hours or more per day (ten (10) hours or more per week) needs to be posted. If the change is less than two (2) hours per day the assignment can be made by the building administrator. If it cannot be filled in the building, then it must be posted. Positions will not be awarded if a conflict exists with currently scheduled hours.
 3. A position vacated by a Paraeducator, Teacher Assistant and/or Health Care Paraeducators which the Employer intends to fill.

Between August 15 and September 15 of each school year, unfilled vacancies shall be considered as hours for assignment in the initial assignment process outlined in Article 5 - Working Hours, Assignments, and Conditions of Employment, Section E and will not be posted.

Unless a schedule conflict prevents it, the hours of presently employed bargaining unit members within a building by position, Paraeducators, Teacher Assistant and/or Health Care Paraeducators will be offered an increase of hours on a qualifications basis before additional bargaining unit members are hired provided the bargaining unit member is qualified for the additional work. Bargaining unit members will not be given additional hours if it would put them into an overtime situation.

Positions which are expected to exist not longer than ninety (90) working days shall be considered as "temporary" and need not be posted nor does the person filling the position become a member of the bargaining unit. If, however, the position is either expected to exist longer than ninety (90) work days, or, in fact, does exist longer than ninety (90) work days, it shall be posted as a vacancy.

- B. Vacancies within the bargaining unit shall be filled on the basis of qualifications. For purposes of interpretation, where qualifications are essentially equal between applicants, seniority will prevail. It is the employee's responsibility to maintain and update their training and experience. Job Qualifications documentation/resumes shall be provided to the Human Resources office when employees apply for vacancies. The Association President will receive notification of which applicant, whether internal or external, has been selected to fill a vacancy.
- C. When an employee changes positions, the employee shall be given up to a ten (10) workday trial, in which to show their ability to perform on the new job. The District will provide reasonable assistance to enable the employee to perform up to the employer's standards on the new position. If the employee is unable to demonstrate ability to perform the work required at any time during the trial period, the employee shall be returned to their previous assignment or laid off. Reasonable assistance shall be shadowing, orientation, reviews of current student plans, initiation; however nothing herein shall require the employer to provide previously offered training.

ARTICLE 9 - SUSPENSION AND DISMISSAL

- A. Discharge or demotion of any bargaining unit member shall be made only for reasonable and just cause. The bargaining unit member shall be notified in writing by the Superintendent or designee of any discharge or demotion.
- B. In the event any bargaining unit member shall be suspended or discharged from employment and believes they have been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE 10 - RESIGNATION

Any bargaining unit member desiring to resign shall file a letter of resignation with the Board at least ten (10) working days prior to the effective date.

ARTICLE 11 - GRIEVANCE PROCEDURE

- A. DEFINITION
 - 1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
 - 2. The term "bargaining unit member" may include any individual or group covered by this Agreement.
 - 3. The "aggrieved" is the person or persons making a claim.
 - 4. The term "days" when used in this section shall be defined as days when bargaining unit members are scheduled to work when school is in session, and Monday through Friday, excluding holidays, during the summer.
- B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a grievance to discuss the matter informally with the appropriate member of the administration independently. All bargaining unit members will have the opportunity of the presence of an Association Representative at any level of the grievance procedure.
- C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of or failure to re-employ any probationary employee;
 - 2. Any matter involving employee evaluation;
 - 3. Any matter for which there is recourse under State or Federal statutes.

D. PROCEDURE

1. The number of days indicated at each level must be strictly observed and every effort made to expedite the process. The time limits may be extended by mutual agreement, in writing. If a grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution to the grievance prior to the end of the school year or as soon thereafter as is practicable.

Pre-Grievance Level - In the event a bargaining unit member believes they have a basis for a grievance, they shall discuss the alleged agreement violation, within five (5) days of knowledge of the alleged violation, with their building principal or supervisor or designee.

Level A - If the bargaining unit member, after informal discussion with the building principal or supervisor or designee, still believes an alleged agreement violation exists, a written grievance report form must be completed and filed with the building principal or supervisor or designee within five (5) days. Within five (5) days after the receipt of this written notification, the principal or supervisor or designee shall submit an answer in writing to the grievant.

Level B - If the grievant is not satisfied with the disposition of the building principal or supervisor or designee, the grievance must be submitted to the Superintendent or designee within five (5) days. The Superintendent or designee will attempt to resolve the grievance through conferences with the bargaining unit member and principal or supervisor or designee. Conferences shall be held within five (5) days of receipt of the written grievance report form by the Superintendent or designee. The Superintendent or designee shall, within five (5) days of the conference, report their decision to the grievance chairperson, in writing.

Level C - If the parties are unable to resolve the grievance at Level B, the Association, within ten (10) working days after such a decision by the parties is determined, shall notify the Board in writing that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within fifteen (15) days of notice to arbitrate, an arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in each arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Level D - Appeals may be entered as provided by law.

E. MISCELLANEOUS

1. A grievance may be withdrawn at any level without precedent.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. Failure by the Association to appeal a decision within time limits specified shall bar further proceedings thereon.

4. Failure by the Board or its representatives to act upon a formal grievance within the time limits specified will result in the grievance being automatically forwarded to the next step of the procedure.
5. A grievance may be filed at Level B in cases involving loss of pay.
6. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
7. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses will be borne by parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 12 - HOLIDAY/COMPENSATION

- A. The wages of bargaining unit members covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. This wage schedule shall remain in effect for the term of this Agreement.
- B. All Paraeducators, Teacher Assistants, Preschool Assistants, and Health Care Paraeducators (this includes probationary employees) who work their regularly scheduled day before, and their regularly scheduled day after the holiday, shall be allowed days with pay as established in the school calendar adopted by the Board of Education which fall within the employee's work year between the first day and the last day of work. If a Paraeducator, Teacher Assistant, Preschool Assistant or Health Care Paraeducator's absence was due to sickness, accident, or similar cause, the person should receive full holiday pay.

Such days shall include:

Labor Day	Christmas Eve	MLK Day
Thanksgiving Wednesday (if non-instructional)	Christmas Day	President's Day (if non-instructional)
Thanksgiving Day	New Year's Eve	Memorial Day
Friday after Thanksgiving	New Year's Day	Friday Before Spring Break (if non-instructional)

Preschool Assistants who are regularly scheduled to work in the summer (excluding Summer Learning) shall also receive holiday pay for Juneteenth and 4th of July.

1. In order to receive pay for any holiday:
 - a. The holiday must fall between the first day of work and the last day of work within any school year calendar and work schedule of the employee.
 - b. There is no intent to refuse an employee holiday pay if the holiday falls on a Saturday or Sunday.
 - c. The employee must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday to be eligible to receive holiday pay. An employee who is absent on a paid leave (PTO) day shall be considered to have worked the day.

C. Unscheduled School Closing Days

When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the employer has no control over, bargaining unit members will not be required to work. Bargaining unit members will be paid for up to 6 such days. Beyond 6 days, members will not be paid for the day, unless they choose to use earned PTO time. When the beginning of a school day for students is delayed due to fog, adverse weather conditions or any other emergency condition, Paraeducators, Teacher Assistants and Health Care Paraeducators shall report according to the procedure followed by the teachers of Grand Ledge Public Schools. On delay days, an employee's pay shall be that of their full day and will not be reduced due to the delay.

On Delay days, Preschool employees shall report at their regular starting time.

- D. On the non-instructional days/hours in B.1 above, Paraeducators, Teacher Assistants and Health Care Paraeducators may be scheduled to attend in-service programs with authorization from their immediate supervisor or designees (Principal or Supervisor or designee).
- E. Preschool Assistants shall meet licensing requirements for Preschool and annually shall attend sixteen (16) hours of Early Childhood Education training.
- F. The District will continue to exercise its right to package assignments of paraeducators and will be consistent as reasonably practicable. The district will pay for downtime of five (5) minutes or less.

ARTICLE 13 - LEAVES

It is the intention of this leave policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, personal emergencies, and deaths. False reports for reasons for absence shall cause a notation (with a copy to the bargaining unit member) to be entered in the bargaining unit member's permanent records file.

A. PERSONAL ILLNESS OR INJURY LEAVE

1. All Paraeducators, Teacher Assistants and Health Care Paraeducators, who work the school-year, will receive ten (10) personal time-off (PTO) days a year. Year round employees such as Preschool Teacher Assistants will receive twelve (12) personal time-off (PTO) days per year. A PTO day is based on the total number of hours worked in a 2-week period divided by 10.
2. Any of the allowed days not used will be credited to the employees record and be accumulated to a maximum of 180 days.
3. The employee shall file (immediately upon return from any absence) with their supervisor or designee, a written absence report form furnished by the Board of Education.
4. Upon retirement or resignation from employment, an employee with a minimum of twelve (12) years of service shall be paid for all unused leave time based on one-half their current rate. In cases of death, full payment shall be made to the beneficiaries or to the employees estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of the Paraeducator's average annual income from Grand Ledge Public Schools over the last three (3) years of employment:

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

B. EXTENDED LEAVE OF ABSENCE

1. When it is determined, either by mutual agreement or a doctor's statement, that a bargaining unit member cannot fulfill their job duties according to their job description, the bargaining unit member may request a voluntary leave of absence (includes personal illness, maternity, etc.). All requests must be submitted in writing through their immediate supervisor or designee to the Superintendent or designee. If the leave is granted, it will be without pay or benefits. The full conditions of the agreement, including the assignment of the bargaining unit member upon return and the effect, if any, on the salary schedule, must be put in writing to the bargaining unit member.
2. Any member of the bargaining unit that requests and receives a leave of absence shall have the right to return to a similar position in regard to hours worked and at the same wage schedule as was held at the time the leave was granted.

C. OTHER LEAVES

Leaves of absence with full pay that are not chargeable against the Paraeducator, Teacher Assistant or Health Care Paraeducators PTO and do not count against the perfect attendance incentive shall be granted for the following reasons:

1. Absence when an employee is called for jury duty.

2. Time necessary for appearance in any legal proceedings connected with the employee's employment or with the school system if the employee is required by law to attend, unless the employee is the charging party.
 3. Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. Immediate family is defined as spouse/domestic partner, children, parents, brothers, sisters, grandparents, and parent-in-laws (this includes any "step" for all categories). This leave will not be deducted from the employee's PTO bank. PTO leave may be used to attend the funeral of someone significant to the employee. If an employee can demonstrate a personal significance equivalent to listed immediate family members, administration can approve paid funeral leave. Additional time can be used for out of state (but must use their PTO time).
 4. Absence while confined due to contagious diseases such as: mumps, measles, whooping cough, scarlet fever, and pink eye when it is reasonably established that the exposure occurred at school.
- D. Bargaining unit members who will be absent for any reason shall notify their supervisor or supervisor's designee prior to their scheduled work time and shall be responsible to enter their absence into the Grand Ledge Public Schools substitute system.
- E. PAID TIME OFF DAYS (PTO)
1. PTO days will be credited at the beginning of the fiscal year. PTO days used before they would have been earned on a monthly accrual basis shall be reimbursed by an employee separating employment with the District.
 2. PTO days used as vacation time will generally be scheduled thirty (30) days in advance. All requests shall be in writing and given to the immediate supervisor or designee. The immediate supervisor or designee shall respond to the request promptly. If two or more employees request the same day(s) the supervisor or designee will ask the employees to work out their requests. If they are unable to do so and the supervisor or designee is intending to grant one or more of the requests, then seniority order shall be followed [i. e. the employee(s) with the most seniority request(s) being granted]. If PTO day is denied, the employee may appeal the decision to the HR Director.
 3. The Grand Ledge Public Schools will continue to allow, when it can, employees to have requested days off preceding and following holidays.
 4. At the end of the school year employees may request to be paid for up to five (5) of their banked PTO days. The compensation for those days will be paid on the last pay in June. The business office must receive the employee's request by June 1st.

ARTICLE 14 - INSURANCE PROTECTION

- A. Worker's Compensation - Any bargaining unit member who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan except that their pay shall be adjusted to the difference between regular pay and loss-of-time benefits paid by Worker's Compensation to the extent covered by accumulated sick leave or "no-fault" days.
- B. The Section 125 Plan that is agreed to by the teachers' union shall be considered the "negotiated Section 125 Plan" for this bargaining unit.

It is to be understood that, at the option of the employee, the entire amount of insurance subsidy may be applied to the purchase of an insurance carrier selected by the Board health insurance as appropriate, with the employee paying by payroll deduction any amount of the monthly premium not covered by the above subsidy. During the summer months, employees must provide the Employer with payment of the employee contribution by certified or personal check prior to the first day of the month for which coverage is being continued. Failure to provide such payment shall result in the cancellation of the insurance coverage.

- C. All bargaining unit members will receive a payment of \$320.00 per month in addition to their wages to use towards insurance. Bargaining unit members who are able to provide proof of insurance will receive a payment of \$320.00 per month in addition to their wages as "cash in lieu".

ARTICLE 15 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. Copies of this Agreement shall be printed by the Board of Education and furnished to all bargaining unit members now employed or hereafter employed by the Board. The Association shall pay for half of the cost of printing the Agreement.
- C. If any provisions of the Agreement or any application of the Agreement to any bargaining unit member shall be found contrary to law, then such provision or application to the bargaining unit member shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. The Association and Board recognize that strikes and other forms of work stoppages by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any bargaining unit member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- F. The current evaluation form is attached to this contract as Appendix C. Each bargaining unit member should be provided a written evaluation of the quality of their services in February of each school year. A copy of such evaluation shall be provided to the bargaining unit member and a copy shall be placed and retained in the bargaining unit member's personnel file. Those employees that are rated 'minimally effective or ineffective' will receive a second evaluation prior to June 30th of each year. Failure to provide such annual evaluation shall constitute presumption of effective performance.
- G. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between, and executed by, the District and the Association.

ARTICLE 16 - SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Recommendations made by a site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Employees will be paid for SIP/BET meetings which they are required to attend, which are held during the employees' regular working hours.
- F. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- G. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

ARTICLE 17 - NEGOTIATION PROCEDURES

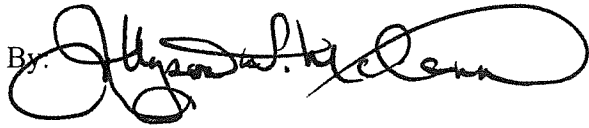
- A. It is contemplated that matters included in this Agreement and other areas of common concern to the parties shall be subject to negotiation by mutual agreement between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering the resolving of any such matters.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and, each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

ARTICLE 18 - DURATION

The Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended by mutual agreement in writing.

FOR THE UNION:

By: 

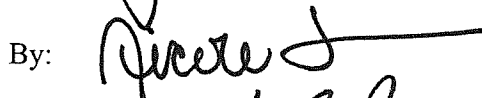
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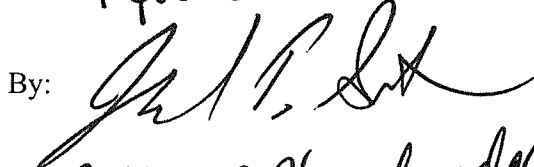
FOR THE BOARD OF EDUCATION:

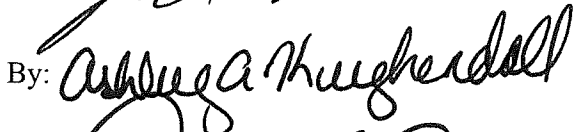
By: 

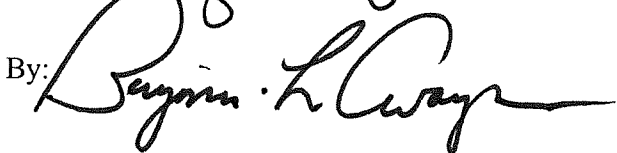
By: 

By: 

By: 

By: 

By: 

By: 

APPENDIX A - WAGE SCHEDULE/COMPENSATION

Grand Ledge Public Schools

2024-2027

Teacher Assistants

STEP	2024-25	2025-26	2026-27
1	16.00	16.25	16.50
2	16.25	16.50	16.75
3	16.50	16.75	17.00
4	16.75	17.00	17.25
5	17.00	17.25	17.50
6	17.25	17.50	17.75
7	17.50	17.75	18.00
8	17.75	18.00	18.25
9	18.00	18.25	18.50
10	18.25	18.50	18.75
11	18.50	18.75	19.00
12	18.75	19.00	19.25
13	19.00	19.25	19.50
14	19.25	19.50	19.75
15	19.50	19.75	20.00
16	19.75	20.00	20.25
17	20.00	20.25	20.50
18	20.25	20.50	20.75
19	20.50	20.75	21.00
20	20.75	21.00	21.25

Paraeducators

STEP	2024-25	2025-26	2026-27
1	16.20	16.55	16.90
2	16.45	16.80	17.15
3	16.70	17.05	17.40
4	16.95	17.30	17.65
5	17.20	17.55	17.90
6	17.45	17.80	18.15
7	17.70	18.05	18.40
8	17.95	18.30	18.65
9	18.20	18.55	18.90
10	18.45	18.80	19.15
11	18.70	19.05	19.40
12	18.95	19.30	19.65
13	19.20	19.55	19.90
14	19.45	19.80	20.15
15	19.70	20.05	20.40
16	19.95	20.30	20.65
17	20.20	20.55	20.90
18	20.45	20.80	21.15
19	20.70	21.05	21.40
20	20.95	21.30	21.65

Healthcare Paraeducators

STEP	2024-25	2025-26	2026-27
1	20.75	21.00	21.25
2	21.25	21.50	21.75
3	21.75	22.00	22.25
4	22.25	22.50	22.75
5	23.25	23.00	23.75
6	23.75	23.50	24.25
7	24.25	24.00	24.75
8	24.75	24.50	25.25
9	25.25	25.00	25.75
10	25.75	25.50	26.25

A. Longevity

At the completion of the school year, bargaining unit members in good standing (effective or developing evaluation) will be paid the following based on years of service to the district.

5-9 years	\$250.00
10-14 years	\$500.00
15-19 years	\$1000.00
20-24 years	\$1500.00
25 or more years	\$2000.00

B. Attendance Incentive

Pareducators and Teacher Assistants with one or fewer absences per trimester will earn an incentive of \$250 per trimester. Union Business, substituting for a teacher, Para or other employee in the district, Jury Duty, Funeral Leave days are excluded. These incentives will be paid out at the conclusion of the trimester.

- C. If steps are granted in any current contract. Wage schedule changes shall be effective on July 1 of each year. An employee in Good Standing (effective or developing evaluation) will receive the next step in numerical order from the step held at the end of the prior school year. A bargaining unit member who begins employment on or before January 1 will be eligible for the next step on the salary schedule on July 1. In circumstances where an employee has worked in the district as a substitute, the Director of HR may grant experience credit for time worked.

APPENDIX B

GRAND LEDGE PUBLIC SCHOOLS

MEA/NEA UNIT IV

GRIEVANCE REPORT

Grievance # _____ Date _____

PRE-GRIEVANCE LEVEL

1. Date Cause of Grievance Occurred _____

2. Statement of Grievance _____

3. Article/Section of Contract Allegedly Violated _____

4. Relief Sought _____

5. Date of Informal Discussion _____

6. Written Result of Discussion _____

Signature of Grievant

Date

LEVEL A

1. Date Received at Level A _____

2. Disposition of Principal/Supervisor or designee _____

Signature of Principal/Supervisor or designee Date

3. Date Received by Grievant/Association _____

LEVEL B

1. Date Received at Level B _____

2. Date(s) of Conference(s) _____

3. Disposition of Superintendent or designee _____

Signature of Superintendent or designee Date

4. Date Received by Grievant/Association _____

LEVEL C

1. Position of Grievant/Association _____

2. Date Demand for Arbitration Received by Board _____

3. Date of Arbitration Hearing _____

4. Arbitrator Decision _____

LEVEL D

1. Date of Appeal _____



Employee Annual Evaluation Form

Employee Name:	
Employee Title:	
Building:	

Instructions: This form is designed to be completed by the supervisor, providing a narrative to review key performance metrics during the (time to be reviewed) period.

I. Professionalism

A. Interpersonal skills: Employee engages with students and staff in a positive manner for the purpose of assisting in the instructional growth of students.

- | | | | |
|-------------------------|----------------------|-------------------|------------------|
| 1. Student interactions | Needs Support | Developing | Effective |
| 2. Staff interactions | Needs Support | Developing | Effective |

B. Attendance: Employee is punctual and present.

- | | | | |
|-------------|----------------------|-------------------|------------------|
| 1. Punctual | Needs Support | Developing | Effective |
| 2. Present | Needs Support | Developing | Effective |

C. Conduct: Employee models respect, professional interactions with students and adults, and wears appropriate attire for the workplace.

- | | | | |
|-----------------|----------------------|-------------------|------------------|
| 1. Respectful | Needs Support | Developing | Effective |
| 2. Professional | Needs Support | Developing | Effective |

D. Confidentiality: Employee maintains confidentiality. Employee is knowledgeable about FERPA guidelines.

- | | | | |
|--|----------------------|-------------------|------------------|
| | Needs Support | Developing | Effective |
|--|----------------------|-------------------|------------------|

Comments:

II. Teacher Assistants

A. Instructional Support: Employee supports students' instructional growth (i.e. small group instruction, interventions, etc.). Employee provides the teacher with feedback on student progress towards students' individual academic growth.

- | | | | |
|---------------------------------|----------------------|-------------------|------------------|
| 1. Student instructional growth | Needs Support | Developing | Effective |
| 2. Provides feedback to teacher | Needs Support | Developing | Effective |

B. Behavioral Support: Employee consistently supports students' behavioral growth (i.e. PBIS expectations, behavior plans, behavior incident reports, etc.). Employee maintains professional demeanor and supports the teacher with neuro-diverse students.

1. Student behavioral growth	Needs Support	Developing	Effective
2. Neuro-diverse student	Needs Support	Developing	Effective

C. Management Support: Employee is knowledgeable and involved to the degree of being able to support the complete day-to-day management of the classroom.

Needs Support	Developing	Effective
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Comments:

III. Paraeducators

A. Instructional Support: Employee supports assigned students' instructional growth towards IEP goals. Employee provides the teacher with feedback on student progress towards students' individual IEP goals.

1. Student IEP growth	Needs Support	Developing	Effective
2. Provides feedback to teachers	Needs Support	Developing	Effective

B. Behavioral Support: Employee consistently supports assigned students' behavioral growth. Employee maintains professional demeanor and supports the teacher with neuro-diverse students and utilizes Crisis Prevention Intervention de-escalation techniques.

1. Student Behavioral growth	Needs Support	Developing	Effective
2. Neuro-diverse Students	Needs Support	Developing	Effective
3. Utilizes CPI techniques	Needs Support	Developing	Effective

C. Responsibilities: Employee completes relevant paperwork (i.e. behavior logs, Medicaid billing, behavior incident reports, etc.) accurately and in a timely manner. Paraeducator follows the provided schedule and special education teacher's directions.

1. Completes relevant paperwork	Needs Support	Developing	Effective
2. Follows schedule	Needs Support	Developing	Effective
3. Follows teacher direction	Needs Support	Developing	Effective

Comments:

IV. Lunchroom/Recess Support

A. Management: Employee runs assigned area. Employee is able to help manage the area (i.e. clean tables, run playground game, etc.) with supervisor direction.

1. Manages area w/o direction	Needs Support	Developing	Effective
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B. Conflict Resolution: Employee takes an active role to support students in conflict resolution (i.e. restorative conversations, etc.). Completes Behavior Incident Reports when appropriate. Only refers severe conflicts to administration.

1. Supports students'	Needs Support	Developing	Effective
-----------------------	----------------------	-------------------	------------------

2. Completes BIRs appropriately	Needs Support	Developing	Effective
---------------------------------	----------------------	-------------------	------------------

C. Student Interactions: Employee takes an active role in building relationships with students. It is evident by student interactions that the Employee is a trusted adult to students.

1. Actively builds relationships	Needs Support	Developing	Effective
----------------------------------	----------------------	-------------------	------------------

2. Students trust para	Needs Support	Developing	Effective
------------------------	----------------------	-------------------	------------------

Comments:

V. HealthCare Paraeducator

A. Record Keeping: Employee maintains accurate and detailed records of the distribution of relevant healthcare needs (i.e. medicines, diabetes, tracking, etc.) within PowerSchool and coordinates with parents & healthcare providers to ensure accurate documentation for school use, cross-checking details with district nurse for accuracy.

1. Accurate PowerSchool reporting	Needs Support	Developing	Effective
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2. Coordinates with parents	Needs Support	Developing	Effective
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3. Coordinates with HC providers	Needs Support	Developing	Effective
----------------------------------	----------------------	-------------------	------------------

4. Crosschecks details with nurse	Needs Support	Developing	Effective
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B. Medical Support: Employee provides health care services to students (i.e. cold packs, feeding tube, monitoring diabetics, etc.). Employee connects with the teachers -including specials teacher- to support them in the students' medical needs.

1. Provides services to student	Needs Support	Developing	Effective
---------------------------------	----------------------	-------------------	------------------

2. Coordinates with teachers	Needs Support	Developing	Effective
------------------------------	----------------------	-------------------	------------------

C. Communication: Employee communicates with all stakeholders (parents, students, and school personnel) regarding health care support.

1. Communicates with the above	Needs Support	Developing	Effective
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Comments:

VI. Reading Teacher Assistants

A. Instructional Support: Employee supports assigned students' reading growth. Employee provides the reading and general education teachers with general feedback on student progress towards students' individual reading growth.

1. Student reading growth	Needs Support	Developing	Effective
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2. Provides feedback	Needs Support	Developing	Effective
----------------------	----------------------	-------------------	------------------

B. Progress Monitoring	Needs Support	Developing	Effective
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Comments:

VII. ISS/Help Room Paraeducators

A. Management: Employee understands how to manage their assigned area with supervisor direction.

Needs Support	Developing	Effective
----------------------	-------------------	------------------

B. Student Interactions: Employee takes an active role in building relationships with students. It is evident by student interactions that the employee is a trusted adult to students.

Needs Support	Developing	Effective
----------------------	-------------------	------------------

C. Conflict Resolution: Employee takes an active role to support students in conflict resolutions (i.e. restorative conversations).

Needs Support	Developing	Effective
----------------------	-------------------	------------------

D. Coordination & Communications: Employee effectively coordinates with teachers and administration for student needs. Employee effectively communicates with teachers and administration.

- | | | | |
|------------------|----------------------|-------------------|------------------|
| 1. Coordination | Needs Support | Developing | Effective |
| 2. Communication | Needs Support | Developing | Effective |

Comments:

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation but have received it.

Employee Name (Print)	Date	Supervisor Name (Print)	Date

Employee Signature	
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Supervisor Signature	
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