

**MASTER AGREEMENT
BETWEEN
THE LAMPHERE SCHOOLS
AND THE
LAMPHERE FEDERATION OF PARAPROFESSIONALS**

2020-2023

**The Lamphere Schools
31201 Dorchester
Madison Heights, MI 48071**

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ARTICLE I – RECOGNITION

Section 1a: Bargaining Unit:

The Board recognizes the Union as the sole and exclusive bargaining representative for all full and part time paraprofessionals engaged in non-supervisory positions who are placed in the salary schedules herein, and excluding bus aides and all other employees of The Lamphere Schools. For the purpose of this agreement, the term “employees” shall mean any member of the bargaining unit.

1b: Definition of Terms:

1. The term “paraprofessionals” and/or “employees” used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male paraprofessionals shall include female paraprofessionals.
2. The term “Board” when used hereinafter in the Agreement shall refer to the Board of Education and the Administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title “Board of Education” is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.
4. Wherever the title “Federation” and/or “Union” is used, it shall mean the Lamphere Federation of Paraprofessionals or any of its affiliate organizations, i.e., AFT Michigan, the American Federation of Teachers (AFT), and the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

Section 2: Assignment of Work:

Bargaining unit work shall not be assigned to members of other bargaining units, nor shall members of this bargaining unit be assigned work in other bargaining units. The parties agree that emergencies as determined by the Board may require some exceptions to this section.

Section 3: New Positions:

Personnel hired to fill new positions defined by the recognition clause shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this agreement.

Section 4: Fair Employment Practices:

- A. This agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Board agrees that with respect to hiring, working conditions and promotion practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, or prior, present or past participation in the activities of the Union.
- C. The Union agrees to admit all bargaining members to membership without discrimination by the reason of race, creed, color, national origin, sex, marital status, or prior, present or past participation in the activities of any employee organization.

Section 5: Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after regular working hours provided that (1) such meeting occurs during the regular shift hours of the custodian for the building in question, (2) request is made to the principal not less than one (1) day in advance, and (3) there is no conflict with other activities.

Section 6: Mail:

The Federation representative shall be permitted to insert mail in the mailbox or mailboxes provided for this purpose by the Board with the understanding that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation mailed materials.

Section 7: Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The Administration shall give its approval; provided, however, that the announcements are limited to those informing the employees of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

Section 8: Immunizations and Tests:

- A. As a condition of employment upon hiring, and all members of the staff must submit evidence of recent chest x-ray or skin test showing that the person is free from tuberculosis as required by law. Employees who use the services of the Oakland County Health Department shall fall under the rules and regulations of the department which allows a test approved for a period of three (3) years. The Board will pay for skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.
- B. Employees shall have the option of receiving hepatitis immunization and booster shots at the Board's expense.

Section 9: Furniture and Facilities:

As deemed appropriate by the Board each work site will have furniture and facilities for use by paraprofessionals. A locked and/or separate area for coats and personal effects shall be made available to all full and part-time paraprofessionals.

Section 10: Employee Lounge and Lavatories:

The Board shall provide lavatory facilities for non-student use and at least one (1) room designated by the Administration as an employee lounge and lunchroom.

Section 11: Board Agenda and Minutes:

- A. The agenda for all public Board Meetings shall be sent to the Federation President at the time they are sent to the Board of Education.
- B. An official copy of all regular and special Board Meeting minutes shall be sent to the Federation President after formal approval by the Board of Education.

ARTICLE II – BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights with respect to the consequence of such action during the term of this agreement. Such right shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment and operations, and to direct the working forces and affairs of the employer.
 2. Continue its right and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provision of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue the operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
 5. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including the discharge, of any employee for taking part in any violation of this provision.
 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.

7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with this Agreement.
8. Determine the size of the management organization, its function, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employee, providing that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

ARTICLE III – PERSONNEL FILE

This provision shall apply to all materials placed in an employee's personal file after initial employment. There shall be only one permanent file and it shall be located in the office of the Personnel Department.

- A. No material of a disciplinary nature shall be placed in the employee's file unless the employee has had an opportunity to read such material, the Personnel Department shall initial and date such material and give a copy to the employee.
- B. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.
- C. The employee may examine their file any time, upon request, and the employee shall be permitted to reproduce any such material in their file for a fee as established by the Board, not to exceed the Board's cost.
- D. Materials that employees claim to be inaccurate may be removed by mutual consent.
- E. The files shall be maintained in accordance with the Bullard-Plawecki Act.

ARTICLE IV – SENIORITY

Section 1: Definition of Seniority:

- A. Seniority shall mean the number of continuous uninterrupted years of service within the district computed from the first day the employee reported for work as a regular employee. The Board shall maintain a district-wide seniority list. It is understood that any leave of absence described in this agreement shall not be considered as an interruption of years of service. This time shall not exceed the length of the time expressed in the Leave of Absence set herein.
- B. No seniority shall be accrued or granted for work performed outside this bargaining unit.
- C. In the event of the same hire date, seniority order shall be determined by lot.
- D. There shall be no seniority among probationary employees except as provided in Article IV, Section 3.

Section 2: Termination of Seniority:

Seniority shall terminate and the employee shall be removed from the seniority list for the following reasons.

- A. The employee resigns.
- B. The employee retires.
- C. The employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- D. The employee is absent from work for three (3) consecutive work days without notifying the Board and fails to give explanation for the absence and the lack of notice which are satisfactory to the school administration.
- E. The employee violates any procedure and/or conditions of the Leave of Absence provisions set forth in this agreement, which includes giving false reason.
- F. The employee has been granted a settlement for permanent/total disability.

- G. The employee is on layoff for a period of time equal to their seniority, but not more than two years.

Section 3: Probationary Period:

All new employees will serve a ninety (90) working day probationary period and shall not include school closings, school vacations and holidays. Probationary days shall only be counted during an employee's work year. New employees, while in their probationary period, may be discharged by the Board and this decision shall not be subject to the grievance procedure. Upon successful completion of the probationary period employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire. During the probationary period, employees shall not be eligible for paid sick leave days, personal business days, holiday pay, vacation days, emergency closing (snow days) and non-medical benefits (Dental, LTD, Life and optical) outlined in Article XII. Employees become eligible for health insurance coverage outlined in Article XII as defined by the Affordable Care Act (ACA).

- A. In the event an employee moves to a new position it shall be on a trial basis for twenty-five (25) work days. During the trial period either the employee or the Board shall have the option of returning the employee to their former position. This decision shall not be subject to the grievance procedure.

Section 4: Most Seniored Employee:

The Federation president shall be designated as the most seniored employee in his/her classification during her/his term of office. Such seniority shall only relate to the layoff and recall provisions of this agreement, and shall not pertain to only the current Federation president.

ARTICLE V – VACANCIES, TRANSFERS, AND PROMOTIONS

Section 1: Definitions:

- A. Transfer – A change in position or work location within the same classification. Probationary employees shall not be eligible to transfer.
- B. Transfer Request – Written application for a transfer.
- C. Vacancy – A position shall be considered vacant should any of the following conditions occur:
 - 1) An employee retires, resigns, or is discharged.
 - 2) An employee is granted a leave of absence or paid sick leave for a period in excess of three (3) months or longer.
 - 3) An employee is awarded another position in the bargaining unit.
 - 4) The Board adds a new position within the bargaining unit.
- D. Posting – Written notification of a vacancy.
- E. Bid – is an application for a posted vacant position.
- F. Promotion – is a change in an employee's classification which results in additional compensation and duties. All promotions shall occur as a result of a vacancy.

Section 2: Right of Transfer:

It is understood that the term "transfer" refers to movement within a classification (Article V, Section 1A), and that a transfer request will take precedence over any promotional request regardless of seniority and over those returning from a voluntary leave of absence longer than three (3) months.

- A. To be eligible for a transfer, an employee must submit a written request to the personnel department between January 1 and March 1 using the Paraprofessional Transfer Request Form (See Appendix A). The transfer request must indicate the specific assignment for which the transfer is being requested. Such application shall be valid for one (1) year from the date of

application. Requests received after March 1 will be considered untimely and as such will be invalid.

- B. When two or more employees apply for the same transfer, seniority shall prevail provided the employees meet the minimum qualifications for the vacancy and have performed satisfactorily for the past 12 months in his/her present position. Satisfactory performance shall mean the absence of written disciplinary actions in the employee's personnel file.
- C. An employee shall be ineligible to transfer during:
 - 1. His/her probationary period.
 - 2. The period between acceptance of a transfer and placement on the job.
 - 3. The period between placement on the job and the following June 30.
- D. An employee may not withdraw a transfer request after being notified the transfer request has been granted, unless mutually agreed to be the administration.
- E. Two or more employees may exchange positions if there is mutual agreement between the administrators involved.
- F. If a bargaining unit member is working in a position as a result of layoff, consideration shall be given, at the HR administrator's discretion, to allow the member to transfer to another position, should one become available within a year. If the transfer is rejected, a written explanation will be given to the employee.

Section 3: Vacancies and Postings:

- A. It shall be understood that the Board shall notify the Union when a vacancy exists.
- B. A vacant position within the bargaining unit will be posted no later than two (2) months after the position is officially vacated. The Board shall post the vacancy within the bargaining unit for a period of five (5) working days. The posted notice shall set forth the job title, the classification, hourly rate, hours, location, and minimum qualifications for the job. Employees must apply within five (5) working day posting period in order to be given consideration for the vacancy.

- C. Employees who wish to be notified of vacancies that occur during the summer recess must submit a written request to the personnel office prior to the beginning of the summer recess.
- D. Each vacancy shall be filled by the most senior bidder provided the employee meets the minimum qualification for the job and has performed satisfactorily for the past twenty-four (24) months in his/her present position. Satisfactory performance shall mean the absence of written disciplinary actions in the employee's personnel file.
- E. Employees will be eligible for open positions a job in the following order:
 - 1. Layoff
 - 2. Transfer
 - 3. Involuntary Leave of Absence (Employee must be able to return to the position at the close of the posting)
 - 4. Voluntary Leave of Absence (Employee must be able to return to the position at the close of the posting)
 - 5. Promotions
 - 6. New Hires
- F. Employees shall be ineligible to bid on a job during:
 - 1. His/her probationary period unless no bids are submitted and received and the employee has been performing satisfactorily in his/her current position.
 - 2. The period between awarding a bid and placement on the job.
 - 3. The period between placement on the job and the following June 30.
 - 4. The period of time prior to the completion of training required by the Board such as CPR, first aid, allergy awareness training and/or other training as required or deemed an essential job function.
- G. New jobs in the bargaining unit may be created by the school administration. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to negotiate wage rates for the particular job, and to establish the rate at the appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) working days, which shall include at least three (3) meetings, then it shall be filled in the prescribed manner at the rate proposed by the administration. This rate shall be a temporary rate and shall continue in effect until agreement is reached. A final agreement

on the wage rate shall be made retroactive to the starting date of the employee on the new job.

Section 4: Lay-Off:

- A. Reductions in the work force deemed necessary by the Board shall result in a lay-off notice to member(s) of the bargaining unit. The lay-off notice shall be delivered as soon as possible but no later than five (5) working days prior to the effective date of the lay-off.

The employee must respond in writing within seven (7) work days following notification of lay-off to inform the Board which of the four options he/she chooses.

Lay-off options are as follows and, once notification of such option is received by the Board, cannot be changed. Failure to notify the Board within the above timeline shall result in a lay-off for the employee.

1. Bump the lowest seniority employee in a position for which he/she is qualified within his/her classification.
2. Bump the lowest seniority employee in a position for which he/she is qualified in a lower classification.
3. Bump the lowest seniority employee in a position for which he/she is qualified within his/her present program or building. (Example: Lamphere Center employee may bump the lowest seniority employee within Lamphere Center; and Edmonson Learning Ladder employee may bump the lowest Edmonson Learning Ladder employee; a Resource Room employee may bump the lowest Resource Room employee).
4. To be laid off.

- B. Placement into new positions shall not take place until the bumping process has been finalized.

Section 5: Recall:

- A. When openings occur, employees who have been affected shall be recalled in the reverse order in which they were released provided, however, that each person recalled shall meet the qualifications for the position available.

1. As openings occur, the Board shall contact each qualified person on the recall list by registered letter. Such letter shall indicate the qualifications for the position open and a deadline for a written response of interest from the employee. The deadline shall be no less than five (5) days from the receipt of the letter. It shall be the responsibility of the employee to supply the Board with a current mailing address and telephone number and any additional qualifications they may have acquired since lay-off.
2. The position shall be awarded to the highest seniority employee who responds to the letter within the time limits as stated above. Employees who refuse the position or fail to respond within the required time shall be considered a resignation from the District.
3. An employee may refuse only work opportunities which are not monetarily equitable with their previous position. A refusal for this reason only shall permit the Board to continue recall rights for said employee.

ARTICLE VI – PROTECTION OF EMPLOYEES

Section 1: Responsibility:

Both the Board and the Union agree that student behavior is the prime responsibility of the certified professional teacher and/or supervisor and the administration. Members of the bargaining unit, as members of the educational team, are expected to assist and implement those procedures designed to encourage appropriate student behavior.

Section 2: Employee Physical Assault:

Any case of physical assault upon an employee in the course of their employment shall be promptly reported by the employee to the principal or director of the school. The term physical assault means intentionally causing physical harm to another through force or violence resulting in a suspension or expulsion to the student [MCL 380.1311A]. At the request of the employee involved, the Board will provide and pay for an attorney to advise the employee of their rights and obligations with respect to such physical assault; provided that the Board, or its representative, determines that the employee was acting in accordance with and within the scope of Board policy.

Section 3: Absence Due to Assault:

Any absence by the employee because of physical assault upon said employee and has been determined by the Board or its representative that the employee was acting in accordance with and within the scope of the Board policy shall be entitled to the following benefits:

- A. Such absence shall be fully excused.
- B. Such absence shall not reduce the employee's sick day allowance or bank.
- C. The employee shall receive full salary or the difference between full salary and compensation benefits which are in lieu of salary.

Section 4: Absence Due to Injury by Student:

If an employee, in the course of their assigned job duties, is injured by a student and sustains an injury that is verified and documented by the District's medical clinic which causes an absence from work and cannot be accommodated by the District via alternate, light duty assignment at the para's current rate of pay, the employee's time absent from work shall

not be considered to reduce the employee's sick day allowance for the first (4) days of absence.

In order to be eligible for this benefit the employee must:

- A. Complete a District accident report and submit it to their supervisor within 24 hours of the injury. In the case of an injury sustained on the last working day of a week, the employee shall submit the report within two business days.
- B. Report to the District's medical facility for a complete evaluation of the injury.
- C. Comply with any and all medical treatment as specified by the District's medical facility.
- D. The medical restrictions of the injury must keep the employee from working in any capacity (no light duty or accommodations) and the absence must be consecutive days.

Section 5: Parental Concern:

- A. Any concern of a parent regarding an employee which a principal or director feels may have validity shall be promptly called to the attention of the employee involved.
- B. If an administrator feels that a parental concern may have validity and may lead to disciplinary action, the reasons for any scheduled parent conference shall be discussed with the employee prior to having a meeting with the employee and parent. The employee shall have the right to Union representation.

ARTICLE VII – PARAPROFESSIONAL EVALUATIONS

Section 1: Procedures:

Employees will be evaluated using the Lamphere Schools Para Evaluation (See attachment A.)

Probationary employees shall be evaluated prior to the completion of their probationary period. All other paras, except Learning Ladder Paras, shall be evaluated in writing at least every three (3) years. Employees receiving evaluations that denote a need for improvement shall be subject to additional evaluations as deemed necessary by the supervisor.

Employees receiving evaluations shall receive a copy of the final evaluation. The supervisor shall retain a copy of the evaluation and one copy will be placed in the employee's personnel file.

An employee must sign the evaluation to signify that s/he has received and read the evaluation. It is understood that the employee has the right to submit a rebuttal statement that will be attached to the evaluation document before it is placed in the employee's personnel file.

Any unsatisfactory items ("Does Not Meet") on an evaluation which could lead to dismissal will be accompanied by suggested steps in writing to correct the situation and consequences if the situation is not corrected. It is expressly understood that evaluations of paraprofessionals may become a part of the rationale for disciplinary measures, including dismissal.

ARTICLE VIII – GRIEVANCE PROCEDURE

Section 1: Definitions:

- A. The term “grievance” shall be interpreted to mean a complaint by an employee(s) or by the Federation in its own behalf alleging that there has been a violation, misinterpretation, misapplication of one or more specific provisions of this Agreement.
- B. The term “days” when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, “days” shall mean weekdays.

Section 2: Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problem of the parties.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any member of this bargaining unit having a grievance to discuss the matter informally with any appropriate member of the administration.

Section 3: Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced to writing and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or designee in connection with the grievance procedure.

A. Informal Meeting:

The parties agree that before initiating Level One of the grievance procedure, as outlined below within seven (7) days of the action upon which the grievance is based, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

B. Level One:

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put their grievance in writing and it shall be submitted to the principal or director within seven (7) days “of the action upon which the grievance is based.” The principal shall make

their decision known, in writing, within five (5) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the employee.

C. Level Two:

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or designee with five (5) days. The Superintendent or designee shall process the grievance in one of the following ways:

1. The Superintendent or designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate their disposition to the Federation within five (5) days after such meeting.
2. The Superintendent or designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board meeting. The Board shall indicate its disposition of the grievance, in writing, to the Federation within five (5) days after such meeting.

D. Level Three:

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Union may elect submit the grievance to the American Arbitration Association under their rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

- (a) Powers of the Arbitrator: The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute their judgment to that of the parties.

Section 4: Individual Grievance:

If the employee does not wish to be represented by the Federation, the employee may pursue Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual employee will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

- A. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
- B. If the individual presents a grievance in their own behalf, the individual shall not be accompanied nor represented by an officer, executing delegate, representative or agent in any capacity of any organization other than the Federation (except as stated elsewhere with regard to legal counsel).

Section 5: Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any employee group or rival organization other than the Federation.

Section 6: AFT-Michigan/AFT Participation:

A representative of the AFT Michigan and the AFT may participate at any level of the grievance procedure.

Section 7: Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render their decision on a grievance within the specified time limits for that level shall result in the employer granting the grievance and the relief sought by the employee. Failure of the employee to process their grievance within

the specified time limit for that step shall be deemed a withdrawal of the grievance without prejudice.

- A. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
- B. In the event a grievance is filed after May 1 of any year and the strict adherence to the time limits may result in hardship to any party, the Superintendent and the Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 8: Action of Higher Authority:

If a grievance arises from the alleged action of authority higher than the principal of a school, the grievance may be presented at the appropriate level of the grievance procedure.

Section 9: Time Spent on Grievances:

Any time spent by an employee submitting a grievance at hearing or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

Section 10: Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

Section 11: Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any employee.

Section 12: Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply:

- A. Back pay awarded during the life period of this agreement shall be applicable.

- B. Back pay awarded for the period of one (1) year before ratification of this agreement shall be applicable; however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
- C. The Board shall not be obligated for back pay outside limits of A and B above.

Section 13: Discipline and Discharge:

- A. In the event an employee is disciplined or discharged and believes that they have been unjustly disciplined or discharged, the employee may process his/her complaint through the grievance procedure herein. Discharge during the probationary period for new employees cannot be subject to the grievance procedure.
- B. In the event it should be decided under the grievance procedure and before the arbitration procedure is instituted that the employee was unjustly discharged, the Board shall reinstate such employee with full seniority and lost wages for the period of the discharge.

ARTICLE IX – LEAVE OF ABSENCE WITHOUT PAY

Section 1: Board Action Required:

- A. The Board may grant employees of this bargaining unit who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered by the Superintendent or his designee on the individual merits of the request. All applications for a leave shall be submitted in accordance with the provisions of this Article. The particular circumstance surrounding each leave will be reviewed by the Superintendent or his designee with the understanding that the decision will be final and not subject to the grievance procedure, nor shall any decision in any way establish a precedent.

Section 2: Conditions:

1. Employees shall be eligible to apply if their average work week shall exceed twenty hours per week and shall have been employees of the district for a period of two (2) years.
2. The basic leave shall be for a period of one year and eligible for renewal of an additional year.
3. Short-term leaves for a period of less than one (1) year may be considered with the understanding that only one extension may be considered by the Superintendent or his designee. The maximum extension shall be for one (1) year.
4. An employee who shall end a leave within three (3) months shall be entitled to the position they had prior to the leave. An employee who shall take a leave longer than the three (3) month period shall only be entitled to a position within the same classification they were in prior to leave upon return from said leave of absence. An employee returning from a voluntary leave of absence will not supersede layoffs, transfers or promotions however they will be eligible for the position before a new hire.
5. An employee on leave may pre-pay the health insurance premium for a period of 12 months or the time allowable by the insurance carrier whichever is less. The employee must pay the Board the amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.

Section 3: Procedures:

1. An eligible employee desiring the leave of absence shall submit their request to the Superintendent or his designee at least thirty (30) days prior to the start of the leave. The exact dates of the leave and the reason for the leave shall be part of the written request.
2. Employees must give the Superintendent or his designee written notification at least sixty (60) days prior to the end of the leave of their availability to return and that their leave will terminate. Failure to notify the Superintendent or his designee of the employee's availability to resume work shall be interpreted as a resignation from the district by the employee.

Section 4: No Advancement of Salary Schedule:

While an employee is on leave, there shall be no advancement on the salary schedule.

Section 5: Military Leave:

A military leave of absence shall be granted to employees who are inducted or enlist in any branch of the U.S. Armed Forces. Reinstatement shall be in accordance with the conditions and procedures of this provision and evidence of an honorable or general discharge from the military service must precede reemployment.

ARTICLE X – LEAVE OF ABSENCE WITH PAY

Section 1: Sick Leave:

- A. After completion of the probationary period, the employee shall earn one (1) day per month worked to be used as sick leave. Sick leave shall be used for personal illness or for illness in the immediate family including husband, wife, son, daughter and any dependent relative living with the employee.
- B. Employees shall be credited with a service accumulation for sick leave purposes on July 1st of each school year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit for each employee. Any employee, (excluding probationary employees), that starts the school year with no accumulated leave days from the year prior (including personal business days), will be credited with their earned leave days on a month-to-month basis.
- C. Conditions:

The privileges stated in this section are expressly conditional upon the following requirements:

- 1. In the case of an emergency nature such as personal illness or illness in the immediate family, notification of the absence must be given to the Board as prescribed the Board at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day at the discretion of the Superintendent or his designee.
- 2. Beginning with the fourth (4) consecutive day of absence, the employee will provide the Office of Human Resources with a statement signed by a registered physician stating the nature of the employee's disability and the approximate date of return to duty.
- 3. If an employee's absence because of personal illness exceeds five (5) consecutive working days, the employee shall file in the Office of Human Resources before returning to duty, a physician's certificate of readiness for return to duty.
- 4. Employees who exhaust all of their available leave days and are off work without pay, and are not on an approved Family Medical Leave or leave of absence without pay from the district, shall reimburse the District for the pro-rated cost of their healthcare

benefits for each unpaid absence. The cost shall be deducted from the employee's pay check.

Section 2: Bereavement Days:

Bereavement-Bereavement days will not count towards absences in the evaluation rubric. Categories of bereavement are listed below.

a. Death of a near relative, which may include spouse, child (step or in-law), parent, sibling, parents-in-law, grandparent, aunt or uncle. If a custodian has lived in the same household with an individual for any extended period of time, this portion of the leave policy shall apply. The usual number of days is to be up to three (3) days for the metropolitan area, and up to five (5) days in cases where considerable travel is involved or extenuating circumstances exist.

b. Death of a near friend. The usual number of days is to be one (1) day for the metropolitan area, and three (3) days in cases where considerable travel is involved or extenuating circumstances exist.

a. Three days of bereavement will not be deducted from sick or personal days.

b. One day of bereavement will not be deducted from sick or personal days.

Additional bereavement beyond the 3-days used for a. or 1-day used for b. will be deducted from sick or personal days. If sick days are used to augment the allotted bereavement days for category a. or b. those sick days used will not count towards absences in the evaluation rubric. It is understood that a person may have multiple occurrences of a. or b. or a combination of both in one year.

Section 3: Personal Business Days:

Classification #120, #125, #130 and #135 shall be provided personal business days in the amount of three (3) days per year provided the employee shall receive prior approval for each personal business day on AESOP. If an employee starts later in the school year, personal business days will be prorated.

Personal business days must be applied for a week in advance, whenever possible for the Superintendent's approval or that of the designated representative. Personal business is defined as business of a personal nature which cannot be transacted at times other than during the employee's normal working hours. Personal business shall cover the following areas.

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

1. Court cases, government or other legal business.
2. Moving.
3. Religious observances of an IRS approved tax-exempt religion; provided, however, such day is deemed a high holy day and requires the employee's absence from work.
4. Death of a person, not in the immediate family, but deemed especially close by the applicant.
5. Marriage of the employee or a member of the immediate family.
6. Matters of an emergency or critically important nature allowable at the discretion of the Superintendent or the designated representative.
7. Scheduled medical diagnostic tests.
8. Appointments pertaining to educational matters which must be made during school hours.
9. Graduation from school or college of members of the immediate family.
10. Parental Leave: Matters pertaining to the adoption of children and birth of spouse's child.

At the end of the school year, the Board shall add any unused portion of the three (3) day personal business allowance to the individual's sick leave accumulation for the ensuing year.

Section 4: Federation Business:

- A. The Board will provide forty-two (42) hours for Federation business. When possible, the Federation will notify the Superintendent or designee that a Federation Day will be used five (5) working days in advance submitted thru AESOP for federation business. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than ninety (90) minutes prior to the start of the school day. The Superintendent or designee will make arrangements to cover assignments when necessary.

- B. At times, it may become necessary for the Federation President and/or designees, with the consent of the Superintendent or designee, to be released from classroom duties to handle urgent school problems.
- C. If the necessity to miss a scheduled class is made by the administration then such time shall not be deducted from the allotted Federation hours.

Section 5: Jury Duty:

Eligible full time employees called for jury duty shall be paid the employees' regular salary for time lost from work duties. However, the employee shall return to the Board any other compensation for performance of such duties. Eligible employees shall be employees who work twenty-five (25) or more hours per week.

Section 6: Failure to Report

Employees that fail to report to work with or without notice to their supervisor and do not have applicable earned time off (Sections 1-5) or do not have an approved Family Medical Leave Act shall be deemed an unexcused absence.

Any occurrences of unexcused absence in a 12 month period are considered excessive absenteeism and may result in disciplinary action. Excessive absenteeism or more than two unexcused absences in a 12 month period is considered grounds for termination.

Section 7: Paid Vacation

Full time, less than 12 month employees, hired effective December 1, 2010 or later, shall not be eligible for vacation pay.

ARTICLE XI – SCHEDULES & CALENDARS

Section 1: Employee Work Schedules:

Classification 100/120/125/130 & 135:

Upon preauthorization by the Board or its representative, any regular ten (10) month employee who works a full twelve (12) months shall receive two (2) sick days and one (1) extra holiday (July 4). If the employee is eligible for vacation days as specified in Article X, Section 7, the employee working 12 months will receive two (2) vacation days.

Open summer positions will be posted as internal positions no later than May 1 for Learning Ladder employees or June 1 for all other assignments.

Classification 100: The regularly scheduled work day shall be 2 hours per day. Paraprofessionals will work days in which there is a scheduled student lunch program. Paraprofessionals shall report at the time designated as the start of their shift and may leave at the time designated as the end of their shift.

Classification 120: Shall report 15 minutes prior to the beginning of student contact time and may leave 15 minutes following the end of student contact time. The regularly scheduled paid work day for Class #120 shall be two (2) to eight (8) hours/day.

The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Learning Ladder Summer Camp 120 paraprofessionals, with the exception of the preschool and childcare staff, are allotted 6 hours to complete summer daily schedule activity plans. Paraprofessionals shall be paid for additional hours worked, outside the normal work day, which are preapproved by the administrator.

Classification 130: With the exception of Lamphere Center and Learning Ladder Leaders, Classification 130 shall report 15 minutes prior to the beginning of the student day and may leave 15 minutes following the end of the student day. The regularly scheduled paid work day shall be consistent with the hours scheduled for students in a given building.

Lamphere Center 130's: Shall report 20 minutes prior to the beginning of the student day and may depart 15 minutes following the end of the student day and will be provided with 15 hours of professional development time annually.

Learning Ladder Leaders shall report 15 minutes prior to student contact time and may leave 15 minutes following the end of student contact time.

The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Employees who work in twelve month positions shall be notified of their tentative summer hours for a given year no later than May 15 of that year.

Classification 125: Shall report 15 minutes prior to the beginning of student contact time and may leave 15 minutes following the end of student contact time. The regularly scheduled paid work day for Class # 125 shall be two (2) to eight (8) hours/day. The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Classification 135: Shall report 15 minutes prior to the beginning of the student day and may leave 15 minutes following the end of the student day. The regularly scheduled paid work day shall be consistent with the hours scheduled for students in a given building.

The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Section 2: Administration Medication:

All staff authorized to administer medication will receive training in accordance with the law and board policy.

Section 3: Lunch Period:

Employees who work six (6) or more consecutive hours will receive an unpaid, duty-free lunch period of not less than thirty (30) minutes.

Section 4: Extended Work Day:

When employees are required to report before or after the regularly scheduled workday, they shall be compensated. Such compensation shall be at the regular hourly rate except when the total hours per week exceed forty (40) hours, which shall result in compensation at one and one half (1-1/2) times the regularly hourly rate. Employees may be required to work an extended shift, not to exceed 2.5 hours, in the event that the child/staff ratio has not been met. The provisions outlined in Article X, Section 6 (B) shall apply. Any member of the unit who is required to work on a Saturday or Sunday will be paid at one and on-half (1 ½) times the hourly rate.

Section 5: Break Time:

- A. The parties agree that break times are desirable. However, Learning Ladder program requirements interfere with scheduling breaks. This section shall include Learning Ladder wherever feasible.
- B. Each employee shall receive one (1) paid fifteen (15) minutes break daily. To be eligible, an employee must work a minimum of six (6) hours daily.
- C. Learning Ladder Leaders, GSRP Lead Teachers and Head Start Teachers shall be allotted 1 hour per month of excused shopping time. Shopping time must be approved in advance by the administrator. Those who are not able to leave their assignment will be paid for one additional hour of time per month. Timesheets must be provided along with receipts of supply purchases.

Section 6: Holidays:

- A. The following days have been designated as paid holidays for eligible employees for this bargaining unit:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Day Following Thanksgiving
 - 5. Day Before Christmas Day
 - 6. Christmas Day
 - 7. New Year's Eve
 - 8. New Year's Day
 - 9. First Monday of Spring Break
 - 10. Good Friday
 - 11. Memorial Day
- B. Employees shall be paid for the holiday that occurs during their period of continuous employment. For example, employees who do not work during the month of July shall not receive holiday pay for Independence Day, but they will be entitled for all holidays that fall within their yearly employment.
- C. Eligible employees shall be deemed those who have completed their probationary period and must have worked the last regularly scheduled workday before and the first regularly scheduled work day after each holiday.

Section 7: Paid Vacation:

Classification #120, #125, #130 and #135 employees hired before July 1, 2008 shall be entitled to paid vacation allowances outlined in this Article.

Full time, less than 12 month employees, hired effective July 1, 2008 or later, shall not be eligible for vacation pay.

- A. Probationary employees shall not earn vacation allowances during the period of his/her probation. No vacation allowance shall be earned while an employee is on a leave of absence.
- B. Each employee covered by the provisions of this article shall earn a vacation allowance of one (1) day for each month worked. The following longevity schedule shall apply to employees who have completed six (6) or more continuous years of service to the District.
 - 1. Longevity Step 1: After six (6) continuous years of services to the district, the employee shall earn 1.25 days per month of vacation allowance.
 - 2. Longevity Step 2: After twelve (12) continuous years of service to the district, the employee shall earn 1.5 days per month of vacation allowance.
 - 3. Longevity Step 3: After eighteen (18) continuous years of service to the district, the employee shall earn 1.67 days per month of vacation allowance to maximum of (20) days.
- C. Vacations shall be scheduled on a building basis in accordance with the following procedure:

Employees shall use earned vacation time during the winter or spring recess or at other times when school children are not in session. This provision does not preclude the opportunity for the Board to consider vacation requests for other times of the year, provided that in all such matters, the Board's decision shall be final. In order to properly plan and to schedule substitute coverage, any and all vacation days requested on student days must requested at least two weeks in advance of the absence.
- D. An employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days.

- E. The Learning Ladder Office will notify paraprofessionals by May 15 of their summer work schedule. Paraprofessionals must notify the LL office no later than May 22 of their summer vacation schedule.
- F. Applications for winter recess, mid-winter recess, and spring recess must be submitted by October 1st. Results will be made known no later than October 25.
- G. Application for the same time period shall be decided in the basis of seniority.
- H. Vacation requests made after the above given deadlines must be received within two weeks of the requested absence. Requests will be scheduled in the order received.
- I. In all vacation requests, the Board's decision shall be final.

ARTICLE XII – GENERAL

Section 1: Absence Reporting:

All employees shall report their unavailability for duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Employees must record their absences in the online attendance system, Aesop. Learning Ladder paras must also contact the program secretary to report their availability to work.

Section 2: Emergency Closing:

When, in the judgment of the Superintendent or the Superintendent's designee, hazardous weather conditions prevent the opening of school, employees who work in ten (10) or eleven (11) month programs shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the Superintendent or the Superintendent's designee, attendance of employees may be required to fulfill or complete the workday in another building. Time lost by employees in connection with any incident mentioned in this Section shall not be charged against the employee, but the employee may be required to work additional days, without additional compensation, to make up for the time so lost; provided, that such make up days are required to qualify for State Aid, or by Statute.

Learning Ladder Programs:

When the district is closed due to hazardous weather conditions, two (2) Learning Ladder Centers will be closed. Learning Ladder staffing for inclement weather days will be determined by the administration and shall require at least one staff member from each building to be in attendance. (For example, if Edmonson is closed and Simonds is open, a para from both buildings will be scheduled to be attendance at Simonds.) The staffing schedule will be developed on a rotating basis.

Section 3: Board Information Available to Federation:

The Board agrees to provide the Federation, upon request, copies of all compiled and published information concerning the financial resources of the district, budgets, and allocations, student enrollment data and employee personnel statistics and any information necessary for the Federation to process any grievance, and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files which is deemed to be confidential. This information shall be forwarded to the Federation President or Treasurer

upon the request of the Federation. The Federation shall be responsible for all costs, if any, in complying with this request.

Section 4: Printing and Distribution:

The Board shall provide the Union with a printed copy of the Collective Bargaining Agreement for each of the building representatives, each of the Union officers and an additional ten (10) copies. The Board will also provide each Union member access to a copy of the Collective Bargaining Agreement via CD, web page link or e-mail.

Section 5: Board Rules, Regulations and Practices:

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be considered a part of the established policies of the Board. All persons hired to do the work of this bargaining unit shall be employed according to the provisions of this Agreement.

Section 6: Agreement Final:

This agreement supersedes and cancels all previous agreements, verbal or written, or bases on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 7: Agreement Subject to Law:

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation, and employees in bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void as inoperative, however, all other provisions of this agreement shall continue in effect. In cases where a provision shall be voided and make inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

Section 8: Payroll Deductions:

Employees may request, in writing, that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation.
2. Health Insurance
3. United Foundation
4. M.S.G.C.U. Teacher's Credit Union
5. Federation-Assessment and fee's (LFP, AFT-Michigan, AFT) and C.O.P.E. deductions.
6. Various annuities as approved by the Board and requested by the Federation per Board policy.
7. Others upon mutual agreement.

Section 9: Notice of Termination:

Between February 1 and April 1 of the year in which the contract expires, either party may request, in writing, that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

Section 10: Strike Prohibition:

The Federation recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and on behalf of all those whom it represents as follows:

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in nor will any member of the bargaining unit take part in any strike during the life of this agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.

3. It is further agreed that any employee who strikes in violation of this agreement shall be disciplined by any penalty up to and including discharge.

Section 11: Waiver Clause:

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 are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, 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 by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XIII – COMPENSATION

Section 1: Classifications:

- #100 Lunch Room Support
- #120 Learning Ladder Support
- #125 GSRP/Head Start Assistants
- #130 Special Education
 - Title 1
 - Instructional Support
 - Learning Ladder Leaders
 - Media/Technical Support
- #135 GSRP/Head Start Lead Teachers

Section 2: Insurance:

A. Health Insurance/Coverage:

All eligible #130 and #135 paraprofessionals who were hired after September 10, 2010 and those hired at any time within other classifications who meet the medical benefit eligibility as defined by the Affordable Care Act (ACA), shall be eligible for single care healthcare benefits. Co-pays, deductibles and premiums shall apply as outlined in Article XII, Section A. The paraprofessional will have the option of purchasing coverage for eligible dependents.

The Board shall pay the health insurance premium, not to exceed the limit set by law, for employees hired before July 1, 2008 and their dependents as provided in this Section.

All eligible employees hired after July 1, 2008, shall pay the designated amounts as outlined in Article XII Section A; however, a married employee's spouse is eligible for paid health insurance in the course of the spouse's employment. The employee shall be required to provide evidence of the spouse's lack of health insurance eligibility as required by the administration. If the employee's spouse is eligible to receive health care, then the district will cover only the employee and eligible dependent children.

Employees listed below who shall meet the eligibility requirements of the insurance carrier shall be eligible for the following healthcare coverage as indicated below. Those eligible for medical benefits as defined by the Affordable Care Act (ACA) shall be eligible for single care healthcare benefits.

Two healthcare plans will be offered to the employees with the following contributions:

**The Lamphere Schools BCN HMO Medical Care Option
For January, 2021 - December, 2021**

Description	Plan II - 2021 - BCN HMO
Annual Deductibles	\$1,400/\$2,800 (January-Dec)
Premium Sharing	Single - \$0/month (\$500 Deposited to HSA)
	Two Person - \$0/month (\$1,000 Deposited to HSA)
	Full Family - \$0/month (\$1,000 Deposited to HSA)
Common Services	Preventive Services - Covered at 100%
	Office Visit - 100% After Deductible
	Urgent Care - 100% After Deductible
	Chiropractic Services - 100% After Deductible 30 Visits
	ER - 100% After Deductible - Waived if Admitted
Drug Riders	After Deductible for All Prescriptions
	Tier 1A - \$10, Tier 1B - \$30, Tier 2 - \$60
	Tier 3 - \$80, Tier 4 - 20% Coinsurance (Max \$200)
	Tier 5 - 20% Coinsurance (Max \$300)

Healthcare plan changes, in order to comply with the cap requirements under the law, will occur on January 1, 2022.

The Lamphere Schools PPO Medical Care Option For January, 2021 - December, 2021

Description	Plan I - 2020 - BCBS Simply Blue	01/2021-12/2021 Simply Blue	12 month Savings/ (Add'l Costs)
Annual Deductibles	\$1,000/\$2,000 (January-Dec)	No Change	
Premium Sharing	Single - \$4.70/month	\$0/mo.	\$56.40
	Two Person - \$186.68/month	\$135.36/mo.	\$615.84
	Full Family - \$169.05/month	\$102.78/mo.	\$795.24
Co-Pays - Common Services	Preventive Services - Covered at 100%	No Change	
	\$30 Office Visit Primary Care, \$50 Specialist, Not Applied to Deductible	No Change	
	\$60 - Urgent Care Co-Pay (Not Applied to Deductible)	No Change	
	\$30 - Chiropractic Co-Pay (Not Applied to Deductible) - 12 Visits	No Change	
	\$150 - ER Co-Pay Waived if Admitted (Not Applied to Deductible)	No Change	
Drug Riders	\$10 for Generic	No Change	
	\$40 for Preferred	No Change	
	\$80 for Brand Name Drugs	No Change	

Healthcare plan changes, in order to comply with the cap requirements under the law, will occur on January 1, 2022.

The district will reopen the contract in the fall of 2021, shortly after renewal rates for health insurance policies have been released, to negotiate health care for 2022. It is understood that benefit plan rates and contributions will be adjusted starting January 1, 2022.

The District agrees to reopen the contract prior to January 1, 2022 to discuss annual healthcare plan changes as required by law.

Premium Sharing:

All paraprofessionals shall contribute toward monthly premium co-pay for health coverage as follows for all eligible employees:

PREMIUM SHARING AMOUNTS – January 1, 2021– December 31, 2021

Coverage	Plan 1 BCBS	Plan 2 BCN
Single	\$0	\$0
2P	\$135.36/month	\$0
FF	\$102.78/month	\$0

1. In the event that at least five (5) eligible employees choose to forego their health and/or dental insurances, the Board shall provide the employee with a yearly payment according to the following:

COVERAGE ELIGIBILITY ANNUAL AMOUNT

<u>Drop Only Health</u>	<u>Drop All Three: Health, Dental, Vision</u>
\$2,000	\$2,500

The paraprofessional must declare their option during the open enrollment period. Half of the payment shall be made at the end of each 6-month period of the plan year, which is June and December.

B. Dental Insurance:

The Board shall provide full-family dental insurance for the employees in Classification 130 meeting the eligibility requirements of the insurance company as follows:

- a. Diagnostic -75% \$1,000 yearly limit

- | | | |
|-----------------|------|---------------------------|
| b. Restorative | -75% | \$1,000 yearly limit |
| c. Prostheses | -75% | \$1,000 yearly limit |
| d. Orthodontics | -75% | maximum lifetime of \$500 |

C. Long Term Disability Insurance:

The Board shall provide a long term disability insurance plan for employees meeting the eligibility requirements of the insurance carrier for full time employees in Classification #120, #125, #130 and #135. This plan will be for 60% of monthly earnings not to exceed \$1200.00 per month to the employee who is unable to work as a result of sickness or injury.

The benefits shall commence after ninety (90) days of illness or disability to age sixty-five (65). This insurance will be an integrated benefit with the Michigan Public School Employee's Retirement System, Federal Social Security Act, Veteran's Benefits, or such pensions.

Group health insurance premiums, as described in Article XII, Section 2A, of this agreement which were being paid by the Board prior to the commencement of long-term disability insurance payments may be continued as provided:

- A) The employee notifies the employer of the intent to continue health insurance.
- B) The Board will pay 50% of the single-subscriber health care premium and the employee will be responsible for 50% of the premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work; or the employee obtains other coverage, whichever occurs first. Group health insurance will be provided by the Board's current carrier.

D. Group Life:

- 1. The Board shall select and support the cost of group life insurance for employees meeting the eligibility requirements of the insurance carrier in the following amounts. Classification #135, #130, #125, #120-\$20,000
- 2. The policy shall provide for double indemnity for accidental death and dismemberment.

E. Optical:

The Board shall provide optical insurance for employees in Classification #120, #125, #130 and #135 who meet the eligibility requirements for the

insurance carrier. The plan will be as provided by Michigan Employee Benefit Services (MEBS) or comparable coverage.

F. Flexible Spending Account:

A Section 125 Flexible Spending Account will be provided for the purpose of allowing employee payroll deductions for certain medical and dependent care expenses.

G. Beneficiaries:

In the event that the family status of an employee changes in the course of his/her employment with the Board, it shall be the responsibility of the employee to inform the Board of such change for insurance purposes. This notification shall be in writing to the Board in order to initiate a change in the existing coverage.

H. Fringe Benefits:

The Board shall support the full cost of the mandatory contribution to the Michigan School Retirement System.

Section 3: Wages:

A. Method of Pay:

- 1) Employees shall have the opportunity to receive their pay in one (1) of the following four (4) ways; provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year.
 - a) The employee may elect to receive their yearly salary in twenty- one (21) installments.
 - b) The employee may elect to receive their yearly salary in twenty-six (26) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.
 - c) The employee may elect to receive their yearly salary in twenty-six (26) installments throughout the twelve month period, (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June of each year.

- d) The employee shall have their yearly salary paid via automatic deposit through any bank or credit union offering such service.
- e) Employees shall receive their annual Step increment pay increase on September 1 of each new contract year. New employees hired after Feb. 1, 2013 will receive their first step increase the second September 1 following their hire date.

- 2) When the last payday of the employee's work year is scheduled for a Friday that preceded the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for the employee.

B. Mileage Allowance:

Employees given authorization to use their cars in the course of carrying out their individual work assignment will be paid at the IRS allowance for that school year.

C. Experience Credit

At the time of hire, credit for past experience and/or education & training may be granted on the salary scale up to step four (4) at the discretion of the administration. If there is a need to consider a starting salary which exceeds step four (4) on the salary schedule the administration will meet with the union to discuss the placement of the individual at a higher step. Experience credit will be determined on an individual basis. This section is not retroactive and will only pertain to individuals hired after July 1, 2013.

D. Pay Scale 2020/2021: (See Appendices B & C)

1. An estimated 2% off-schedule stipend will be paid to all paras no later than December 2020 to employees employed during the 2019/2020 school year and currently employed. (See list below)
 - 130/135 steps 0-3 - \$500 lump sum
 - 130/135 steps 4 or higher - \$600 lump sum
 - 120/125 12 month - \$400 lump sum
 - 120/125 steps 0-3 - \$300 lump sum
 - 120/125 steps 4 or higher \$350 lump sum
 - 100 - \$200 lump sum
2. In addition, all paras will move a full step on the salary schedule. This applies to employees employed during the 2019/2020 school year and currently employed.
3. Paras currently at the top step of the pay scale will receive a 1% off-schedule salary increase.

2021/2022 Pay Schedule – See Attachment B (reopener agreement 05/26/2021)

The District agrees to reopen the contract on or after May 1, 2021, to discuss salary for the 2021/2022 school year with the understanding that enrollment and funding triggers will be required as part of the salary agreement. The parameters for those triggers will be negotiated.

E. Learning Ladder Leaders

Learning Ladder Leaders shall qualify for an annual \$2,000 payment due to the educational requirement for this position. Learning Ladder Leaders will receive this payment in two equal installments to be paid on the first pay in January and the last pay in June, upon completion of duties.

F. Lamphere Center and Schedule B

Lamphere Center para assignments, which require the para to have specialized medical training, as determined by the administration and the law pertaining to specialized training, will be compensated via a supplemental healthcare aide stipend. (For example: procedures such as, but not limited to, suctioning, catheterization, tube feeding and care of students with severe diabetes or other life threatening medical conditions which require extensive monitoring. Diastat, basic glucose monitoring and prescription medication dispensing would be excluded.) The stipend pay for paras who accept a healthcare aide assignment shall be paid according to the Schedule B attached as part of this Master Agreement

1. The positions listed in Schedule B are extra duty assignments designated for Lamphere Center paras only and as such are voluntarily contracted with individuals at the rates set forth herein.
2. The stipends for extra duty Lamphere Center assignments are for a full year. A position filled by an individual for less than a full year shall be paid at a prorated basis from the full rate listed in Schedule B.
3. The listing of a particular position in this Section B shall not obligate the Board to fill the position, but not in conflict with other provisions of this Agreement.
4. The Healthcare Aide Schedule B assignment shall be responsible for any and all of the medical procedures outlined for a given student.
5. Vacancies in all Section B positions shall be posted as per the procedures described in Article V of this agreement. The Healthcare Aide Schedule B Assignment shall be posted immediately upon receipt of medical documentation of one or more of the conditions outlined earlier in this article.
6. If no unit member bids on a posted extra duty assignment the administration will have the discretion to assign the duty to a Lamphere Center para currently working in the building and/or program. If necessary, training will be provided to the selected employee.
7. Each position listed in the Schedule B shall be the rate for one unit member filling the full job. Should a condition arise where the para selected for assignment is unable to fulfill the assignment a new para will be selected by the administration to complete the remainder of the assignment. The stipend will be prorated between the individuals accordingly.
8. Assignment to supplemental pay duties shall be for one year and shall be made by the Superintendent or the Superintendent's designee or principal.

Pay for Schedule B Lamphere Center assignments shall be made as follows:

1. Positions which cover the full year shall have one-half of the amount paid at the end of the first semester and the balance at the end of the school year.
2. Positions which cover a period less than the full school year shall be paid upon successful completion of the assignment.

Schedule B Assignment	Stipend Amount
Healthcare Aide	\$1,125

G. Split Shifts:

Employees who work a split shift that begins before school starts or ends after school ends will receive a shift premium of seventy-five cents (\$.75) per hour.

Section 4: Retirement:

All classification 100 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall receive a lump sum payment equal to five dollars (\$5.00) per day for each unused accumulated sick day provided that no employee shall receive more than one thousand five hundred dollars (\$1,500) as maximum payment for retirement under this provision.

All Classification 120 & 125 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall receive a lump sum payment equal to twenty-five dollars (\$25.00) per day for each unused accumulated sick day provided that no employee shall receive more than two thousand, five hundred dollars (\$2,500) as maximum payment for retirement under this provision.

All Classification 130 and 135 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall receive a lump sum payment equal to forty dollars (\$40.00) per day for each unused accumulated sick day provided that no employee shall receive more than four thousand dollars (\$4,000) as maximum payment for retirement under this provision.

2021/2022 Para Salary Schedule (#100, #120 & #130)				
Class	Step	Salary Scale for Employees Hired before September 10, 2010	Salary Scale for Employees Hired after September 10, 2010	
100		\$10.40	\$10.40	
120	0	\$10.16	\$10.16	
	1	\$10.51	\$10.39	
	2	\$10.85	\$10.61	
	3	\$11.21	\$10.85	
	4	\$11.42	\$11.09	
	5	\$11.61	\$11.44	
	6	\$11.68		
	7	\$11.85		
	8	\$12.27		
130		#130 Non-Lamphere Center Paras Hired Before September 10, 2010	#130 Non-Lamphere Center Paras Hired After September 10, 2010	#130 Lamphere Center & Learning Ladder Coordinators
	0	\$13.68	N/A	\$18.70
	1	\$14.76	\$13.88	\$18.84
	2	\$15.48	\$14.29	\$19.13
	3	\$15.86	\$14.72	\$19.70
	4	\$16.57	\$15.16	\$20.19
	5	\$18.00	\$15.62	\$20.90
	6	\$18.35	\$16.09	\$21.53
	7	\$18.70	\$16.57	\$22.18
	8	\$18.84	\$17.07	\$22.85
	9	\$19.13	\$17.58	\$23.54
	10	\$19.80	\$18.29	
	11			
	12			

2021/2022 GSRP & HeadStart Salary Schedule (#125 & #135)			
Class	Step		Salary Scale for all #125 & #135's
125			
	0		\$12.07
	1		\$12.42
	2		\$13.17
	3		\$13.43
	4		\$13.70
	5		\$13.97
	6		\$14.25
	7		\$14.54
	8		\$14.83
	9		\$15.12
	10		\$15.43
	11		\$15.58
	12		\$15.90
135			
	0		\$21.01
	1		\$21.43
	2		\$21.86
	3		\$22.30
	4		\$22.74
	5		\$23.20
	6		\$23.66
	7		\$24.14
	8		\$24.62
	9		\$25.11
	10		\$25.61
	11		\$26.13
	12		\$26.92

ARTICLE XIV
Duration and Signature

The provisions of this Agreement is for the 2020/2021, 2021/2022, 2022/2023 school years and will remain in full force and effect until 11:59 p.m. of June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto set their hands.

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS

Kathy Belmont
President

October 16, 2020
Date

AM Raosa
Witness

October 16, 2020
Date

Karen Ireland
Secretary

October 16, 2020
Date

Cheryl Iheha
Witness

October 16, 2020
Date

FOR THE LAMPHERE FEDERATION OF PARAPROFESSIONALS

Anthony D. Hunter
President

04-13-2021
Date

Nathan Prain
Witness

04-13-2021
Date

B. M. C.
Secretary

04-13-2021
Date

Nathan Prain
Witness

04-13-2021
Date

LAMPHERE SCHOOLS PARA TRANSFER REQUEST FORM

Date _____

I, _____, wish to transfer

to _____ in _____
Job Title Classroom

in _____.
Building

Past Experience

Signature of Applicant

**The Lamphere Schools
Paraprofessional Personnel Evaluation**

Name :	Date :
Job Title :	Location :

- The purpose of this evaluation is to identify strengths and weaknesses and to inform the employee of their progress to date.
- Paraprofessionals will be notified of their evaluation year and who their evaluator will be by October 1st.
- All evaluations must be completed, including post evaluation conferences, by **June 1st**.
- The evaluation process should include each Paraprofessional doing a self-evaluation using this document in preparation for the process.

Meets: The individual's performance with respect to this factor satisfies the full job requirements.

Working Towards: The individual performance has shown progress towards meeting their basic standards however, additional progress is required.

Does Not Meet: This individual's performance with respect to this factor is below satisfactory requirements for the position.

MOTIVATION & EVALUATION CRITERIA		Meets	Working Towards	Does Not Meet	N/A
Job Performance	▪ Communication with all students & teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Follows rules and regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Uses time as instructed, including non-instructional time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The ability to utilize the necessary office & classroom technology and/or equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Follows teaching directed activities with clear goals that meet individual differences of children.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Provides positive guidance, reinforcing appropriate behavior, redirecting inappropriate behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Makes limits and expectations for children clear and positive.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Interacts with students with empathy and respect; calling students by their names, listening to them and maintaining eye-contact when they speak.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Works well under pressure and in emergency situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Submits timely reports: Incident reports, Medicaid billings, payroll & student logs accurately reflecting student interventions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MOTIVATION & EVALUATION CRITERIA		Meets	Working Towards	Does Not Meet	N/A
Cooperation with Others	Establishes and maintains an atmosphere for learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Families & Community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Administration/Supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Appropriately accepts praise and/or feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Willingness to work with and assist others when requested and/or needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	Shows a desire/willingness to do other than routine assignments - work beyond the "call of duty." Submits ideas, suggestions for departmental improvements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Qualities	Reliability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Positive Attitude in the work place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Flexibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Upholds Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Personal Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments and/or recommendations for professional growth:				

The employee's signature does not imply that the employee agrees with this evaluation merely that the employee is aware of and has a copy of the evaluation.

Employee _____

Evaluator _____

Date _____

Date _____

TA
Kathy
Blumenthal

TA 5:22
5/26/2021
JMB

5:22 pm

**The Lamphere Board of Education
Negotiations with
The Lamphere Federation of Paraprofessionals
May 26, 2021**

1. Salaries - Two year deal with no enrollment triggers for salary
 - a. Classification 100- Eliminate steps and have all remaining 100's at \$10.40 per hour for 2021-2022 school year and \$10.50 for 2022-2023 school year
 - b. Classification 120 hired before September, 10, 2010
 - i. 2 Step increase for all eligible on steps for the 2021-2022 school year
 - ii. Single step for those eligible for the 2022-2023 school year
 - iii. The top step will receive a 1% on schedule increase for 2021-2022 and 2022-2023 school year.
 - c. Classification 120 hired after September 10 2010
 - i. Eliminate steps (0 & 1) and adjust starting pay to \$10.16 per hour for new step 0.
 - ii. Two step increase for those eligible for the 2021-2022 school year
 - iii. A single step for those eligible for 2022-2023 school year.
 - iv. Top step shall receive a 1% on schedule increase for the 2021-2022 and 2022-2023 school years.
 - d. Classification 125-
 - i. Two step increase for those eligible for the 2021-2022 school year
 - ii. Single step those eligible for the 2022-2023 school year
 - iii. Those at the top step shall receive a 1% on schedule increase for the 2021-2022 and 2022-23 school year
 - e. Classification 100 non Lamphere Center paras hired before September 10, 2010
 - i. Two step increase for all those eligible for the 2021-2022 school year
 - ii. Single step for those eligible for the 2022-2023 school year

- iii. Those at the top step will receive a 1% on schedule increase for the 2021-2022 and a 1% on-schedule increase for the 2022-2023 school year
- f. Classification 130- Non Lamphere Center paras hired after September 10, 2010
 - i. Eliminate starting steps and have starting rate at \$13.88
 - ii. Two step increase for those eligible the 2021-2022 school year
 - iii. Single step for those eligible for the 2022-2023 school year.
 - iv. Those at the top step will receive a 1% on schedule increase for the 2021-2022 and the 2022-2023 school years.
- g. Classification 130 Lamphere Center Paras and Learning Ladder Coordinators will be placed at the closet step to their current rate of pay and then move 2 steps on the newly created classification and pay scale for the 2021/22 school year. These paras will move one step for the 2022-23 school year.

2021/22

130	Lamphere Center and Learning Ladder Coordinators	
0	18.7	
1	18.84	
2	19.13	
3	19.7	
4	20.19	
5	20.9	
6	21.53	
7	22.18	
8	22.85	
9	23.54	

2022/23

130	Lamphere Center and Learning Ladder Coordinators	
0	18.7	
1	18.84	
2	19.13	
3	19.7	
4	20.19	
5	20.9	
6	21.53	
7	22.18	
8	22.85	
9	23.77	

- h. Classification 135-
 - i. Two step increase for all eligible for the 2021-2022 school year
 - ii. A single step for the 2022-2023 school year

- iii. Top step shall receive a 1% on-schedule increase for the 2021-2022 and 2022-2023 school year.
- i. All paraprofessionals at the top step will receive a 3% off-schedule stipend and those on steps will receive a 2% off-schedule stipend this year, paid by June 30, 2021.
- j. All paraprofessionals will receive a 2% off-schedule stipend, paid by June 30, 2022.