

AGREEMENT
BETWEEN
GRAND LEDGE BOARD OF EDUCATION
AND
MEA/NEA UNIT IV
TEACHER ASSISTANTS
HEALTH CARE ASSISTANTS
BUS ASSISTANTS

November 2, 2015 – June 30, 2017

December 2, 2015 – Final Reviewed Copy

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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 Teacher Assistants, Health Care Assistants, Bus Assistants and recognized Pre-School personnel 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 Paraprofessionals 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 Teacher Assistant, Health Care Assistant and Bus Assistant personnel employed by the Board and all Pre-School employees 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 "Teacher Assistants", "Health Care Assistant", "Pre-School Caregivers" and shall refer only to personnel employed in those specific positions. The term "Bus Assistants" shall refer to bargaining unit members who assist with the transportation of students in school buses.

- 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 his/her effectiveness as a bargaining unit member.
- D. All bargaining unit members shall be expected to complete the necessary physical examinations, immunizations, x-rays, 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.
- E.
 1. 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 his/her position over and above his/her regularly scheduled working hours will be reimbursed at his/her 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 his/her regular pay.
 2. Prior to the end of each school year, building administrators or designees anticipating changes in assignments for the Teacher Assistants and/or Health Care Assistants in their building shall call a tentative Building Assignment Meeting to solicit input. Teacher Assistants and/or Health Care Assistants 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 Teacher Assistants and/or Health Care Assistants assigned to the building.

3. At the building job assignment meeting, to the degree possible, each Teacher Assistant and/or Health Care Assistant will be assigned to his/her former position. If there is an open position in the building then all of the T.A.s assigned to that building shall be provided with an opportunity, based on seniority and qualifications, to move to the open job.

Teacher Assistants and/or Health Care Assistants qualifications will be based on training, evaluations, and job experience.

If the former position no longer exists and no other positions in the building are open then the employee becomes displaced.

Displaced Teacher Assistants and/or Health Care Assistants will be notified of a district bid meeting. (Efforts will be made on both sides to hold this bid meeting the third (3rd) Wednesday of August.) At the district bid meeting Teacher Assistants and/or Health Care Assistants will bid on assignments according to their seniority and qualifications.

4. Contractually mandated overload hours (that are less than 2 contiguous hours) that arise during the school year shall be assigned to the Teacher Assistant and/or Health Care Assistant already performing tasks in the affected classroom to the extent possible. Should the affected Teacher Assistant and/or Health Care Assistant have responsibilities which conflict with the extended assignment, those conflicting duties shall be offered to the Teacher Assistant and/or Health Care Assistant in the building who is qualified and available for the hours. This process shall not result in a decrease of hours for any Teacher Assistant and/or Health Care Assistant unless it is a voluntary act on the part of the Teacher Assistant and/or Health Care Assistant.
5. In no case shall a Teacher Assistant and/or Health Care Assistant be assigned a schedule which would put him/her in an overtime situation.
6. When a vacancy occurs during the school year, only the personnel in that building at which the vacancy occurred may transfer to that position. A Teacher Assistant and/or Health Care Assistant 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.
7. The Board will have the authority to over-ride the 'seniority' rule in certain situations of Teacher Assistant assignments to Special Needs students upon mutual agreement with the Teacher Assistant unit.
8. The procedure for summer assignment of Preschool TA's will be based on preschool enrollment and the TAs work performance, evaluation and qualifications.

- F. Bargaining unit members shall not be required to assume any supervisory responsibilities (as defined by PERA).
- G. 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.
- H. 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.
- I. 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.
- J. Bargaining unit members working six (6) or more hours in one day shall be entitled to an unpaid thirty (30) minute duty-free lunch, scheduled by the supervisor or designee after consultation with the employee.

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, 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 his/her 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 he/she completes 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 his/her 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 his/her last-known address that he/she has 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 work force.
 - 1. When a layoff takes place, Teacher Assistants and/or Health Care Assistants not entered on the seniority list shall be laid off first within each building. Thereafter,

Teacher Assistants and/or Health Care Assistants having seniority shall be identified for layoff in the inverse order of their seniority within each building, i.e., the least senior Teacher Assistant and/or Health Care Assistants on the seniority list in the affected building being laid off first.

2. In applying the layoff to a single building, If a Teacher Assistant's and/or Health Care Assistant's job is eliminated, he/she will be offered, based on order of seniority according to district wide seniority list arranged by building agreed to between the Association and the Board, the choice of any vacant position for which he/she is qualified within his/her building or the choice of displacing the less senior Teacher Assistant and/or Health Care Assistant within the building occupying a position, for which the more senior Teacher Assistant and/or Health Care Assistant is qualified to perform the job.
 3. In applying the layoff to the multiple buildings, if a Teacher Assistant and/or Health Care Assistant would be laid off, the potentially laid off Teacher Assistant and/or Health Care Assistant would have the option of displacing the least senior Teacher Assistant and/or Health Care Assistants in the District (with equal or nearly equal hours). Provided that the to be laid off Teacher Assistant and/or Health Care Assistants is qualified to perform the job of the to be displaced Teacher Assistant and/or Health Care Assistant. Any displacing rights acquired by a Teacher Assistant and/or Health Care Assistant 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. The same procedure will be followed in cases of layoff affecting Bus Assistants except that it will be done on the basis of the entire program. Also, any layoffs will be made by classification with Teacher Assistants, Health Care Assistants, and Bus Assistants considered separate and distinct classifications. Displacing rights acquired by Bus Assistants shall be exercised when they are acquired.
 5. 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.
- E.
1. Bargaining unit members to be laid off will receive at least seven (7) calendar days advance notice of layoff.
 2. 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.

- F. 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 his/her 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 he/she is qualified shall be considered to have quit.

- G. 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 his/her 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 his/her 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 provided previously offered training.

ARTICLE 8 - VACANCIES AND PROMOTIONS

- A. Vacant positions in the bargaining unit shall be posted in a designated place in each of the school buildings in the district as well as electronically for employees for a minimum of five (5) working days. A copy of each posting shall be sent to the Association President. A vacancy shall be defined as:

1. Newly created positions (i.e., 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 Teacher Assistant and/or Health Care Assistant 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, Teacher Assistant and/or Health Care Assistant 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 his/her 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 his/her 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 he/she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE 10 - RESIGNATION

- A. 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 he/she has a basis for a grievance, he/she shall discuss the alleged agreement violation, within five (5) days of knowledge of the alleged violation, with his/her 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 his/her 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 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 there under 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 Teacher Assistant, Preschool Assistants, Health Care Assistant and Bus Assistants, (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 Teacher Assistant's, Preschool Assistant, Health Care Assistant or Bus Assistant's absence was due to sickness, accident, or similar cause, the person should receive full holiday pay. Such days shall include Thanksgiving Day, Christmas Day, New Year's Day, and Presidents' Day or Good Friday (whichever day does not have classes scheduled – if both days are scheduled days of instruction, neither day shall be considered a holiday), Memorial Day, and Independence Day. On the non-instructional hours/days, Teacher Assistants, Health Care Assistants and Bus Assistants may be required to work, if scheduled by their immediate supervisor or designee.

Preschool Assistants shall also receive holiday pay for the Day After Thanksgiving, Christmas Eve day, New Year's Eve day, and Martin Luther King Day.

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 and will not be paid for the day, unless they chose 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, Teacher Assistants and Health Care Assistants shall report according to the procedure followed by the teachers of the Grand Ledge Public Schools. On delay days, Teacher Assistants and Health Care Assistants 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, Teacher and Bus Assistants may be scheduled to attend in-service programs with authorization from their immediate supervisor or designees (Principal or Transportation Supervisor or designee).
- E. Preschool employees 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 paraprofessionals 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 Teacher and Bus Assistants, who work the school-year, will receive ten (10) personal time-off (PTO) days a year. Year round employees such as Pre-School Assistants will receive twelve (12) personal time-off (PTO) days per year.
- 2. Any of the allowed days not used will be credited to the Assistant's record and be accumulated to a maximum of 180 days.
- 3. The Assistant 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 Assistant with a minimum of twelve (12) years of service shall be paid for all unused leave time based on one-half his/her current rate. In cases of death, full payment shall be made to the beneficiaries or to the Assistant's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an Assistant'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 his/her 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 his/her 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 not chargeable against the Teacher, Health Care, or Bus Assistant's PTO leave shall be granted for the following reasons:

1. Absence when an Assistant is called for jury duty.
2. Time necessary for appearance in any legal proceedings connected with the Assistant's employment or with the school system if the Assistant is required by law to attend, unless the Assistant is the charging party.

- 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].
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 his/her 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 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. As of January 1, 2015 those bargaining unit members who work thirty (30) or more

hours, per week during the measurement period, and chose to purchase health care from the district may receive a district subsidy to make their individual health care premium affordable **according to the ACA.**

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 his/her 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 November 2, 2015 and shall continue in effect until the last day of June 2017. 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.

BOARD OF EDUCATION OF GRAND LEDGE PUBLIC SCHOOLS

Beedy Winstanley BWB
Kim Mulvaney
Jude Wang JW
[Signature] [Signature]

1-11-2016

Date

Unit IV, MEA/NEA

[Signature] Jennifer McCrumb
Oliver Schiller Iris Schiller

12-2-15

Date

APPENDIX A - WAGE SCHEDULE

Grand Ledge Public Schools
2015 -2017

Preschool, Teacher and Bus Assistants		Health Care Assistants	
Step	2015 -2017	Step	2014-2015
1	10.50	1	14.99
2	11.00	2	15.50
3	11.50	3	16.02
4	12.00	4	16.53
5	12.50	5	16.71
6	13.25		

Steps: Those employees on Step 5 of the 2014-2015 pay scale (\$13.00) shall move to Step 6 of the 2015-2017 pay scale (\$13.25) on November 2, 2015. All other steps are frozen for the term of this contract.

B. ACUITY PAY

1. Employees assigned personal care services listed in the student's IEP under Supplemental Aids and Services shall receive a 'stipend' of one (1) dollar per work-day in addition to their regular wage. This wage will be paid the last pay of the school year (second pay in June).

C. LONGEVITY

1. Effective every June 1, any bargaining unit member who has completed six (6) [or who will complete six (6) years by the completion of the current school year] to nine (9) shall receive \$175.00 the second pay in June.
2. Those bargaining unit members who have completed ten (10) years [or who will have completed ten (10) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$200.00 in his/her second pay in June.
3. Effective every June 1, any bargaining unit member who has completed fifteen (15) years [or who will have completed fifteen (15) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$225.00 in his/her second pay in June.

4. Effective every June 1, any bargaining unit member who has completed twenty (20) years [or who will have completed twenty (20) years by the completion of the current school year] of employment in the Grand Ledge Public Schools in a bargaining unit position covered by this Agreement shall receive an additional \$250.00 in his/her second pay in June.
- D. If steps are granted in any current contract. Wage schedule changes shall be effective on July 1 of each year. An employee 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.
 - E. The normal work year for Teacher Assistants consists of the following:
 - a. All student instructional days and assigned
 - b. Non-instructional professional development hours/days.
 - F. The normal work year for Preschool 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.

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) _____

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 _____

APPENDIX C

**GRAND LEDGE PUBLIC SCHOOLS
Teacher Assistant Evaluation Checklist**

Name: _____

Building: _____

Assignment: _____

In my opinion, this employee: (Circle Appropriate Response to Each Question Below)

HE = Highly Effective E = Effective ME = Minimally Effective I = Ineffective

Interpersonal Relationships

- | | | | | |
|---|-----------|----------|-----------|----------|
| A. Ability to relate to children. | HE | E | ME | I |
| B. Ability to relate to parents and volunteers. | HE | E | ME | I |
| C. Ability to relate to teaching staff. | HE | E | ME | I |
| D. Ability to relate to other staff. | HE | E | ME | I |

Reliability/Initiative

- | | | | | |
|-------------------------------------|-----------|----------|-----------|----------|
| A. Is punctual. | HE | E | ME | I |
| B. Stays on schedule. | HE | E | ME | I |
| C. Attendance. | HE | E | ME | I |
| D. Self-starting. | HE | E | ME | I |
| E. Observes confidentiality. | HE | E | ME | I |
| F. Follows directions. | HE | E | ME | I |

Communication Skills

- | | | | | |
|---|-----------|----------|-----------|----------|
| A. Speaks clearly and precisely. | HE | E | ME | I |
| B. Written communication is appropriate. | HE | E | ME | I |
| C. Communicates effectively & regularly with supervisors. | HE | E | ME | I |
| D. Models proper English usage (includes pronouncing endings on words, avoids slang, uses grammar appropriately.) | HE | E | ME | I |

Assignment Duties

- | | | | | |
|---|----|---|----|---|
| A. Follows supervisor's instructional directions. | HE | E | ME | I |
| B. Assists with discipline and control appropriately. | HE | E | ME | I |
| C. Models appropriate behavior. | HE | E | ME | I |
| D. Organizational skills. | HE | E | ME | I |

- | | | | | |
|----------------------------|-----------|----------|-----------|----------|
| E. Clerical skills. | HE | E | ME | I |
|----------------------------|-----------|----------|-----------|----------|

This Evaluation is: Highly Effective
 Minimally Effective

Effective
 Ineffective

Employee's Signature

Date

Evaluator's Signature

Date

This signature means acknowledgement, receipt and subsequent conference concerning this evaluation. It does not necessarily mean agreement.

Evaluation Form Definitions

I. Interpersonal Relationships

Item A

- Speaks and acts appropriately to age level students assigned.
- Listens to students and tries to understand their problems, concerns and behaviors.

Item B

- Treats parents/volunteer with respect.
- Acts professionally when interacting with parents/volunteers.
- Maintains a professional, adult presentation with the public.

Item C

- Listens and understands the directives and operational modes that staff wish to be accomplished.
- Can be trusted to make appropriate decisions to support the organization, classroom discipline and instructional classroom discipline and instructional expectations of the teachers and principal.

Item D

- Fits in well with fellow teaching assistants, custodians, secretaries, food service and bus driving staff to present a consistent team approach.
- Adds positive value to the building climate.

II. Reliability/Initiative

Item A

- Arrives to work on time.
- Is timely in arriving to assignments throughout the day.

Item B

- Follows the established schedule for their assignment and does not vary without the permission of the building principal.

Item C

- Demonstrates consistent attendance without excessive absenteeism or tardiness.

Item D

- Takes the initiative after being given parameters of the assignment to guide students' behaviors without constant redirection from the teacher or principal.

Item E

- Does not discuss student academic or social behaviors with others that do not have a right to such information. (The best practice is to have the teacher or principal handle requests for information about students or parents.)

Item F

- Follows written and verbal directions as provided by the teacher or principal on a timely manner without constant redirection from supervisors.

III. Communication Skills

Item A

- Speaks in a manner that is clear to understand for students, staff and parents.
- Offers observations or comments that are respectful and void of editorializing or negatives.

Item B

- Uses proper grammar in written communication.
- Refrains from writing negative statements both in writing and emails.

Item C

- Tells supervisors about concerns and issues on a timely basis.

Item D

- Uses proper grammar when communicating with the staff and public.
- Avoids slang and swear words.

IV. Assignment Duties

Item A

- Follows the directions of the supervisor without constant redirection or follow-up.

Item B

- Follows the building disciplinary guidelines during interactions with students.
- De-escalates potential inappropriate behaviors by keeping calm, stating the desired/expected behavior and following-up with the students, teacher or principal.

Item C

- Provides positive, respectful behaviors for students to observe.
- Follows the Non-Certified Staff Handbook “Staff Conduct” guidelines for behavior.

Item D

- Closely follows the directions of the teacher and supervisors to complete paperwork accurately and in a timely manner.
- Demonstrates the ability to understand their assignments and support the students, teacher or supervisor to enhance student performance and the building climate.

Item E

- Completes all assigned clerical tasks accurately and in a timely manner.