

AGREEMENT

between

THE BOARD OF EDUCATION

of the

SCHOOL DISTRICT OF THE

CITY OF EAST LANSING

and

THE EAST LANSING

EDUCATIONAL SUPPORT PERSONNEL

ASSOCIATION (ELESPEA)

JULY 1, 2025 TO June 30, 2027

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ARTICLE 1
RECOGNITION

- A. This Agreement is effective on January 26, 2026, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan, (the “Board”) and the East Lansing Educational Support Personnel Association (ELESPA or the “Association”).
- B. The term “employee” as used in this Agreement shall include:

Overload Paraprofessionals

Building Instructional Paraprofessionals

Special Education Paraprofessionals

GSRP Paraprofessionals

English Language Learners (ELL)/Title 3 Paraprofessionals

Science Paraprofessionals

Health Care Paraprofessionals

Title 1 Paraprofessionals

Library Paraprofessionals

American Sign Language (ASL) Interpreters

Health care paraprofessionals are defined as those employees who are trained to perform medical treatment or support to students. Medical treatment and support includes diabetic care, seizure response and toileting. For purposes of pay, Health Care Paraprofessionals and Healthcare Paraprofessional backup(s) are employees who are trained and assigned by the building principal or designee to provide medical treatment and support to students.

Excluded from the bargaining unit are any part-time Paraprofessionals working less than fifteen (15) hours per week and all other employees.

- C. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for those employees included in the description of the unit in Article 1, Section B, as defined in Section 11 of the Public Employment Relations Act, MCL 423.211.
- D. The Board agrees not to negotiate with any employee organization other than the Association for the employees included in the unit as described in Article 1, Section B, for the duration of this Agreement.

ARTICLE 2
NEGOTIATIONS PROCEDURE AND CONTRACT ADMINISTRATION

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other terms and conditions of employment at least sixty (60) calendar days before the expiration date of this Agreement.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary written mutual consent of both parties as a signed amendment to this Agreement.
- D. Representatives of the Board and the Association's bargaining committees will meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure or to constitute the reopening of this Agreement.
- E. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

ARTICLE 3
GRIEVANCE PROCEDURE

A. ***Intent***

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. This Agreement shall not be construed as limiting the right of any bargaining unit member with a grievance, or the immediate supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

B. ***Definition***

A "grievance" is defined as a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement as claimed by an employee. It is expressly understood that a claim must specifically identify the Article(s) or Section(s) violated and there must be a relationship between the "statement of grievance" and the Agreement provision allegedly being violated in order to be a proper grievance.

C. ***General***

1. For the purpose of processing grievances, "work days" shall be defined as days on which Central Office is open for business.
2. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement. Should the grievant or the Association fail to meet these time limits, the grievance shall be considered withdrawn. Should the Board fail to meet these time limits, the grievance may be processed on to the next level.
3. This Agreement shall not be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement. The Association shall be given the opportunity to be present as such adjustment and mutual agreement shall be established before any said adjustment being transmitted to the grievant.
4. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
5. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
6. All documents, communications, and records relating to the grievance process shall be maintained separate and apart from the personnel file of the employee, except when the employee has requested in writing that the documents, communications, or records be also included in their personnel file. This requirement does not include documents supporting

any Board action such as evaluations, complaints, initial application for employment.

7. Upon mutual consent, reasonable arrangements for released time may be made when the Association chairperson or designee is needed to participate in any grievance procedure and the employee shall not incur loss of salary when the time has been mutually scheduled by both parties.
8. An employee shall have the right to inspect and acquire copies of their personnel file. Confidential letters of reference secured from outside sources shall be excluded from inspection as identified under MCL 423.501(2)(c).
9. An employee may be represented at any step of the grievance procedure by the Association or its agents.
10. The grievance form is available from the Association President.

D. ***Procedure***

Level One

1. Any employee having a grievance shall discuss the grievance with their immediate supervisor within ten (10) work days of their knowledge of the event or occurrence which is the basis for the complaint.
2. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

Level Two

1. If the Level One decision is not satisfactory, the oral grievance shall be reduced to writing on the Grievance Report Form and shall be presented to the immediate supervisor and the Association within seven (7) work days of the receipt of the Level One answer.
2. The immediate supervisor shall hold a meeting with the grievant and/or the grievant's Association Representative within seven (7) work days of the receipt of the grievance.
3. The immediate supervisor shall render a written decision to the grievant within five (5) work days of said meeting.

Level Three

1. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or the Superintendent's designee within five (5) work days of receipt of the grievance.
2. The Superintendent or designee shall hold a meeting with the grievant and/or the grievant's

Association Representative at a time mutually agreeable to them, but within (7) work days of receipt of the grievance.

3. The Superintendent or designee shall render a written decision to the grievant within ten (10) work days of the meeting.
4. The Association Grievance Chairperson may initiate a grievance directly at Level Three when either of the following conditions applies:
 - a. A grievance involves a group of employees in more than one building or an issue applies to the unit as a whole, or
 - b. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

When such grievances are initiated at Level Three, the grievance procedure identified in Article 3.D. shall be used.

Level Four – MERC MEDIATION

If either party requests, the services of MERC Mediator will be sought and used in an attempt to resolve the grievance short of arbitration. If the MERC Mediator cannot meet within 3 (three) weeks, the moving party may insist that MERC mediation step is skipped and file arbitration. Level 5 timelines begin after mediation is concluded or skipped.

Level Five

1. Only the Association has the right to appeal a grievance to Level Four. If the Association is not satisfied with the disposition of the grievance at Level 3, the grievance may, at the option of the Association, be submitted to arbitration by written demand for arbitration submitted to the Board within twenty (20) work days of the Superintendent's disposition at Level 3. An individual employee shall not have the right to process a grievance to arbitration.
2. If the parties cannot agree as to the Arbitrator, they shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the hearing.
3. The Arbitrator's decision shall be final and binding on both parties to this Agreement.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding on any grounds or to rely on any evidence not previously disclosed to the other party prior to the ten (10) work days before the arbitration hearing.
5. The fees and expenses of the Arbitrator shall be shared equally by the Association and Board.
6. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing unless otherwise mutually agreed upon

between the parties.

7. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or its written amendments, or to specify the terms of a new Agreement, or to substitute the Arbitrator's discretion for that of the parties.
8. The Arbitrator, the Association, or the Board may call any relevant person as a witness in any arbitration hearing.
9. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly-employed unit members may be released from normal responsibilities for the scheduled arbitration hearing.
10. The termination of employment of a probationary employee shall not be arbitrable.
11. The arbitrator shall have no power to:
 - a. decide claims which address a prohibited or illegal bargaining subject;
 - b. decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law;
 - c. require back pay for more than ten (10) days before the date a written grievance is filed;
 - d. award damages beyond the amount of the wages that the employee would otherwise have earned. Any back-pay award shall be reduced by any compensation received by an employee from any sources, including unemployment compensation.

ARTICLE 4
BOARD RIGHTS

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States except where expressly limited by the provisions of the Agreement.

The Board retains the right, by way of illustration and not by way of limitation, to continue its rights, policies, and practices of assignment and direction of its personnel; to determine the number and scheduling of all the foregoing; to establish, modify, or change school hours or days; to adopt reasonable rules and regulations; to determine the qualification of employees; to hire, promote, discipline, or transfer employees; assign work or duties to employees; determine the size of the work force and to lay off employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its rights, acts through its administrative staff.

- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 5
ASSOCIATION RIGHTS

- A. The Association shall have the use of school building facilities for meetings at reasonable times when such facilities are not otherwise in use after regular school hours, and during lunch and/or breaks, and shall have the use of equipment normally available for employee use at all reasonable times and without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care for Association business upon competent proof that the Association or one of its members through gross negligence caused any damage to said equipment.
- B. Up to five (5) work days of released time, with pay, will be granted to the Association President or the President's designee to carry out Association business. The Association will reimburse the Board for normal substitute costs. The Association shall reimburse the District on a current basis for those sums paid to the Office of Retirement Services for Association release time. The Association shall obtain the approval of the Superintendent or designee before using these days and the use of these days shall not be inconsistent with the interests of the District.
- C. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals.
- D. Duly-authorized representatives of the Association shall be permitted to transact Association business on school property provided that this activity shall not interfere with normal school operation and/or conflict with normal employee work assignments.
- E. The Association shall be represented on any budget committee where other District bargaining units are represented. The Association shall confer with the Superintendent or designee regarding representation on any other District committees. At the building level, paraprofessionals will be represented by an Association member at staff meetings where topics that would directly affect their working conditions are on the agenda. The Association representative will be paid for attending the staff meeting. Paraprofessionals will also be paid for attendance at any building meeting where their immediate supervisor requires their attendance. Paraprofessionals may also attend other building meetings (non-required) on a voluntary basis after checking with their immediate supervisor.

ARTICLE 6
PAYROLL DEDUCTIONS

Procedures

- A. The District will process an employee's voluntary written authorization for payroll deductions pursuant to this Article for:
1. Union dues/fees,
 2. 403(b)/457(b) employee contributions, and
 3. Authorized pre-tax cafeteria account contributions.
- B. The employee's written request shall include the employee's signature. The District assumes only the responsibility for remitting the amount specified in the employee's written request. The District will not process deductions for Political Action Committee donations associated with Union dues/fees structure.
- C. The District will disburse the deductions under procedures established by the District. Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning the first pay that is feasible after receipt of the employee's voluntary written authorization for the deduction, which will continue in effect until revoked in writing by the employee.
- D. The Union will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Union dues/fees. The Union's obligation includes payment of the District's attorney fees and costs to defend against the claim.
- E. The Board will deduct twice each month and remit tax-deferred 403(b)/457(b) employee contributions to a single Board approved 403(b)/457(b) vendor or third-party administrator within one (1) week after the deduction, subject to the following conditions:
1. The Board-approved 403(b)/457(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
 2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium, which is currently TSA Consulting Group.
 3. A 403(b)/457(b) vendor's failure to promptly credit an employee contribution transmitted according to this Article, shall be pursued by the employee directly with the 403(b)/457(b) vendor and/or the third-party administrator.
 4. The Board shall be held harmless from any violation of the Tax Code relating to tax-deferred annuity limitations.

ARTICLE 7
PROBATIONARY EMPLOYEES

- A. All new employees hired by the Board shall be considered to be on probation for a period of ninety (90) work days. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed the probationary period until these additional days have been worked. During such period, the employee is not covered by this Agreement and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. At the end of the probationary period, the employee shall be considered a regular school employee unless otherwise notified. The immediate supervisor shall file at least one (1) evaluation of a new employee during the probationary period. There shall be no probationary period for eligibility of insurance (Article 17), sick leave benefits, and personal business days.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of work. However, the amount of credit for seniority purposes that an employee will receive is subject to Article 8.A.1.
- C. All probationary employees shall be paid during the school year on a twenty-one (21) pay basis, unless a signed written election form is submitted to the Payroll department electing twenty-six (26) pays.
- D. Time worked as a substitute shall not count toward completion of the probationary period, for seniority purposes, or for any benefits under this Agreement.

ARTICLE 8
SENIORITY, LAYOFF, AND RECALL

A. "Seniority" shall be defined as the length of service within the district as a member of the bargaining unit. Seniority shall begin on the employee's first working day and shall accrue within categories. Categories for purposes of this contract shall be as defined in Article 1.B.

1. Seniority shall accrue on the basis of one (1) full year for full-time employees [30 hours or more per week] and three-quarters seniority for employees working from 22.5 hours to 29.99 hours per week; and, one-half seniority for employees working from 10 to 22.49 hours per week; and, one-quarter seniority for employees working less than 10 hours per week. For example, someone employed for 25 hours/week and working 112 calendar days would have a seniority multiplier of $.5 \times .75$, which equals .375 years of seniority.

Calendar Days of Employment	Seniority Credit Multiplier
120 or more	1.0
60-119	0.5
60 or less	0.00

2. The Board shall prepare, maintain, and post the seniority list. The seniority list shall be updated, revised, and posted in all buildings of the District by the end of January and the end of August of each year. A copy of all seniority list revisions shall be sent to the Association President for written verification before posting or use in layoff. Seniority will accumulate June 30th of each year.
 3. Hours worked outside the bargaining unit shall not be used for seniority purposes or for establishing a date of hire.
 4. Seniority shall be lost by an employee upon termination, resignation, or retirement from a position within the bargaining unit. Seniority will continue to accumulate while the employee is on layoff.
 5. Only members of the bargaining unit shall accrue seniority within the unit.
 6. Taking a position outside the bargaining unit within the District shall not constitute an interruption in service with the District. An employee who takes a position outside the bargaining unit shall retain bargaining unit seniority for a period of one (1) year after taking the position outside the bargaining unit. Additional seniority shall not accrue while the employee works outside the bargaining unit during the one (1) year period.
- F. If two or more employees have the same seniority and the same date when they first began working, their tie will be broken by using the last four digits of their social security numbers. The employee with the highest number in the last four digits shall have the highest seniority. If two or more employees have the same seniority and different dates when they first began working, the employee with the earlier first working date will be considered as having more seniority. If two or more employees have the same date when they first began working but

different seniority as a result of working different contracted hours, the employee with the most seniority shall be more senior. Any changes in seniority ranking shall be sent to the Association President for written verification before posting or use in layoff.

8. Employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one full year on an unpaid leave of absence.
 9. Hours worked in an overload paraprofessional position shall accrue seniority. This seniority is solely for the purpose of filling vacancies. Seniority shall not be calculated on a regular basis. The seniority earned as a result of employment in an overload position shall be reflected on the seniority list in a separate column.
 10. The seniority list in effect upon ratification of this Agreement shall be controlling in all future situations involving seniority.
- B. In the event it becomes necessary to reduce the number of bargaining unit members, the process governing such reduction shall be as follows:
1. No employee shall be laid off pursuant to a necessary reduction in the work force unless he/she is notified of said layoff at least thirty (30) calendar days before the effective date of layoff.
 2. The employee affected by the position elimination or a significant hour reduction, as defined by Paragraph B.4. of this Article, shall be the least senior in their Category, except when senior employees do not qualify for the position. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly-created position. The employer shall ask all employees affected if anyone would accept a voluntary layoff. The person accepting a voluntary layoff shall maintain all their contractual rights to seniority and/or recall subject to the provisions of this agreement.
 3. Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff, or otherwise displaced shall have the right to displace less senior employees as follows:
 - a. Members will select jobs in the seniority order, pursuant to the provisions of Article 8.B.3.b.-c. In no event will a member be permitted to select a position that is more than 2.5 hours than the position the employee held before being displaced.
 - b. Category 4 (or highest Category involved) persons will begin. For example, the highest-senior person will have their choice of any Category 4 position with comparable hours. (*Comparable hours* are number of hours needed to maintain current level of benefits), for which they are qualified and for which they have higher seniority than the incumbent OR they may choose to move down to a Category 3, 2, or 1 position. In this case however, they must wait until any higher senior displaced Category 3, 2 or 1 member has chosen a position. The same

process will be used when a Category 3, 2, or 1 member has been displaced.

- c. All positions in Category 4 and Category 3 must be filled by existing Category 4 and Category 3 persons as long as the hours are comparable, the employee has higher seniority and meets the qualifications of the position.
 4. In the event of a reduction of the work hours, of more than five (5) hours per week, an employee may claim seniority over another employee for the purpose of maintaining their normal work schedule, provided he/she has greater seniority than the employee they seek to replace and meets the qualifications of the position. In no case shall a reduction in any employee's hours take effect until the Board provides ten (10) workdays written notice to the affected employee(s). The employee's failure to respond in writing, within three (3) workdays of the receipt of a notice of hour reduction to the Superintendent of their desire to exercise displacement rights, forfeits their right to displace and the hours will be reduced.
- C. Employees shall be recalled in reverse order of their seniority to any position for which they are qualified that has *comparable hours* to the position they held before their layoff/displacement.

The District shall notify employees of recall by certified mail. Employees shall have seven (7) calendar days to respond to said recall notice per the provisions of Article 8.C.2. Failure of the employee to respond within seven (7) calendar days shall constitute a break in their seniority, and shall result in voluntary termination.

1. An employee being recalled may meet with the Superintendent or designee to review the qualifications required in the available position. If the Superintendent or designee determines that the recalled employee is not qualified for the vacant position, the employee shall remain on the layoff list with no penalty. If the employee disagrees with the determination, they shall be able to exercise their rights under Article 3 of this Master Agreement.
2. The employee shall have four (4) options to choose from during the notice of a recall process. Those options are as follows:
 - a. Accept the notice of recall with comparable hours to the position the employee held before layoff/displacement.
 - b. Reject the notice of recall while retaining future rights of recall. Such rejection shall not waive the employee's right to be recalled in the future, pursuant to the seniority and recall provisions of the agreement. However, any employee who is either receiving or is eligible to receive unemployment compensation benefits and selects this option waives all rights to unemployment benefits during the remainder of their period of layoff, as all parties recognize that the District has offered the employee suitable employment in the same category with comparable hours but in a different position (for example, the Paraprofessional held an ELL (English Language Learner) position versus a Special Education position before the layoff/displacement.

- c. Ask for and may be granted a leave of absence for the remainder of the school year.
 - d. Reject the notice of recall and be terminated from employment. The employee voluntarily waives all rights of recall in the future.
 - e. Acceptance of an overload assignment shall not constitute a waiver of an employee's right to be recalled to an assignment pursuant to the terms of this Article, as by nature, overload positions are temporary and terminate at the end of each school year. Furthermore, the employee is under no obligation to accept an overload assignment if such an assignment becomes available. However, the employee shall not be considered on layoff for the number of hours the employee works in an overload position, should the employee agree to accept such a position.
3. Employees on layoff shall retain seniority for the purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose their seniority and shall be considered terminated.
 4. Those members who, due to the layoff and displacement process, are employed in a category or position different from the one they were displaced from shall have the first right to return to their pre-layoff position if that position becomes vacant or is fully restored during their two (2) year period of retaining seniority for recall purposes.
 5. Accumulated seniority and sick leave will be retained for those re-employed within two (2) years following layoff.

ARTICLE 9
VACANCIES/TRANSFERS

- A. For purposes of this Agreement, a “vacancy” shall be defined as a Board-authorized position which is unfilled and to which no bargaining unit member has a right to return to (i.e., from leave of absence or recall), or when the authorized hours for a position increase of five (5) or more hours per week.
- B. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly-created position shall be publicized by giving written notice to the Association President, and the Superintendent or designee will provide an appropriate posting in every school building.
1. No vacancy shall be filled on a permanent basis until ten (10) work days after such notice has been given.
 2. When school is not in session, all vacancies shall be posted in the Central Administration Office as described above for at least ten (10) work days before being filled.
 3. If a vacancy is to be filled through recall of an employee on layoff in the same category, Section B of this Article does not apply.
 4. The ten (10) work day period in Section 1 above, will be reduced to five (5) work days for Special Education paraprofessional postings during the period of August 1 to November 1.
 5. The ten (10) day period will begin from the date a posting is placed on the District’s website.

The paper copy of the job posting will indicate the date the posting was placed on the District’s website and the date the posting is closed.

Copies of the posting(s) will be provided to the Association President and the secretaries in each building at the time of the posting.

- D. Any employee may apply for a vacancy or new position by submitting a letter of application to the Central Administration office. In the recruitment, selection, and appointment to vacant positions within the District, the Board shall recruit, select, and appoint from within the ranks of its employees whenever practicable.

In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

The position will be awarded to the most qualified individual taking into account their knowledge, skills, ability, and experience.

If the candidates are equally qualified and one is internal, the internal candidate shall be offered the position. If more than one of the equally-qualified candidates is internal, the employee with the most seniority shall be offered the position.

The Board will not bypass current employees in the bargaining unit who apply except to hire a more qualified applicant. The most qualified applicant will be offered the position.

- D. When an internal employee is selected for a new/vacant position, they will be granted a three (3) week (15 working days when students are in the building) trial period [which includes ten (10) working days when the employee's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine: (1) the ability to perform on the job and (2) the desire to remain on the job. The trial period shall be extended for ten (10) additional working days upon mutual written agreement of the Board and the Association.

During the above trial period, the employee shall have the opportunity to revert to the employee's former position. If the employee's job performance in the new position is determined to be unsatisfactory by the Board, notice of such a finding and reasons shall be given to the employee in writing before the employee is returned to their former position, with the employee having the right to grieve the Board's decision, through Step Three of the Grievance Procedure only.

No action to remove said employee from the position will take place until such time that the grievance process has been completed through Step 3 or should the employee fail to file the grievance on time.

- E. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association President. Any reasonable request for extension of this time line shall be mutually agreed to by the Association President and the Superintendent or designee.
- F. The Board recognizes that the involuntary transfer of employees should be kept to a minimum and agrees that, if the employee requests, its representative will meet with the employee to explain the reasons for the transfer. The Association recognizes that overload teacher paraprofessionals who are assigned to classrooms may be transferred due to overload changes and that this provision shall not apply.
- G. When a vacancy is intended to be filled on a permanent basis, the District shall have the right to place a substitute in the position. However, the District will NOT continue the use of a substitute beyond sixty (60) work days.

ARTICLE 10
EMPLOYEE RIGHTS AND PROTECTION

- A. Any reasonable complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record.
- B. Upon request, an employee shall be entitled to have an Association representative present when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- C. The Board recognizes the concept of progressive discipline and agrees that no employee who has completed their probationary period shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such reprimand, discipline, or reduction in rank or compensation shall be done privately.
- D. Employees shall have the right upon request, twice a year, to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made in the presence of the Superintendent or designee. "Personnel record" means a record kept by the District that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the District to keep or supply a personnel record as provided in this subdivision.
- E. Employees believing that material contained in their personnel files is false or incorrect may, at their option, attach a statement to the material outlining their disagreement with the material. Any material which forms the basis of any disciplinary action against an employee, and which the employee believes to be false or incorrect, shall be subject to the grievance procedure. When, in the employee's opinion, misleading or inaccurate documentation is to be inserted into the employee's personnel file, they shall have the option to submit a written notation which specifically identifies the statements believed to be inaccurate or misleading and which provides the employee's version with regard to said statement. Such notation shall be submitted within seven (7) work days of receipt of said documentation and shall be attached to same.
- F. Any warning or reprimand involving a minor infraction in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of such warning or reprimand, or does not relate to unprofessional conduct, can be removed from the personnel file by the Superintendent or designee at the written request of the employee. Said warning or reprimand shall not thereafter be used in a future disciplinary action against the employee.
- G. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall be interpreted to mean that the employee has reviewed the materials in question.
- H. The Board agrees, upon the discharge, suspension, or demotion of an employee, to promptly notify

the Association President and the employee of the discharge, suspension, or demotion in writing.

- I. Grievances involving an appeal of discharge, suspension, or demotion shall be initiated directly to Level Three within seven (7) work days of receipt of the written notice provided above.
- J. The parties agree to abide by the Public Employment Relations Act and all other laws, statutes, and the constitutions of the United States and the State of Michigan.
- K. This Agreement and the policies and practices of the District shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, color, national origin, religious beliefs, sexual orientation, gender identity, residence, qualifying disability, political activities, professional association activity, age, marital status, or gender sex.

ARTICLE 11
LEAVES

A. *Paid Leaves*

Illness in the Immediate Family. "Immediate family" shall include the employee's spouse, child, parent, sibling, and corresponding in-law, grandparent, grandchild, or member(s) of the employee's household. An employee may be granted a maximum of ten (10) working days per school year for illness in the immediate family.

B. *Earned Sick Time*

1. The employee will receive 10 days (70 hours) of earned sick time per school year, if working a full school year. The employee may access and use Earned Sick Time before it is earned through actual hours worked. There is a maximum accumulation of (120) days (840 hours).
2. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the employee.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.
4. An employee that ends employment, prior to the end of the school year, will have to repay the District for days used that are not proportionate to the time worked. The employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the employee's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, as determined by building administrator, the employee must use time off in ½ day (3.5 hours) increments. During the benefit year, the employee may use all available EST in their leave bank.
6. The employee is limited to a maximum accumulation of 120 days (840 hours).
7. The employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. The employee may use earned sick time for the following reasons:
 - a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
 - b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's

mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;

- c. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
 - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
 - e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
8. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
9. If the employee's need to use leave time is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least seven (7) days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An employee who has exhausted sick leave credit may use personal business days in lieu of Earned Sick Time.
12. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to the limit in section B.1. of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.

C. *Disability Leave*

1. When an employee is required to interrupt their employment on the advice of their physician due to disability, upon written request and written verification by the physician, the employee shall immediately be granted a disability leave.
2. An employee returning from a disability leave will be required to furnish a medical statement to the Superintendent or designee from the employee's physician indicating that they are physically able to return to work. An employee shall return to work on the day specified by their physician, except when it is mutually agreed by the employee and the Board for them to extend their leave through an unpaid leave request. The employee must use their sick days to be eligible for long term disability benefits. For paid leaves of one year or less, the employee shall be able to return to their former position.
3. For paid leaves of more than one year, the employee will be returned to a comparable position. A comparable position shall be defined as a position within one hour more or less and within the same category as the employee's position prior to the leave for which the employee is qualified. If the position has changed or been eliminated or the employee is no longer qualified, then displacement rights will be in effect.
4. Employees will accrue seniority during the time they are using days from their earned sick leave bank.

D. *STD & LTD*

The Board agrees to provide without cost to each paraprofessional an insured income continuation plan for disability extending beyond the paraprofessional's accumulated sick leave. The Board will guarantee sixty percent (60%) of the employee's income from Appendix A beginning from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long-term disability (LTD) policy will activate. The benefits of this plan are summarized in the attached document entitled MESSA "Negotiated LTD Plan Highlights."

The District-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other District-sponsored benefit.

E. *Jury Service and Subpoena*

1. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if the criteria below is met:
 - a. When an employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the employee's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the employee is not required to report to work.

- c. Substantiation of payment and attendance will be required in accordance with District's processing procedures.
 - d. Court appearance as a witness in a case related to employment or the school, or whenever employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.
2. Absences will be charged against employee's sick bank, if the case is initiated by the employee or the Association against the Board or District (unless the employee is subpoenaed by the Board).

F. ***Personal Business Leave***

1. The Paraprofessional is provided three (3) personal business days (21 hours) each contract year, subject to proration if the Paraprofessional is hired after the start of the contract year or works part-time. The Paraprofessional shall not use personal business days to extend a holiday or vacation. The Paraprofessional shall not use a personal business day without the prior written approval of their immediate supervisor.
2. Unused personal business days at the end of the work year will be credited to the Paraprofessional's earned sick time leave bank.
3. A Paraprofessional that ends employment, prior to the end of the school year, will have to repay the employer for days used that are not proportionate to the time worked. The employer may deduct the amount equivalent to any used personal business leave from the Paraprofessional's final paycheck, to the extent permitted by law.

G. ***Personal Business Day Lottery***

1. Personal business days may not be used to extend holiday breaks or vacation periods, except under the following conditions:
 - a. Use in Conjunction with Breaks:

Excluding the first and last day of school, employees may use one personal business day per fiscal year adjacent to a scheduled break, following the established approval process. The number of approved personal business days for this purpose will be limited per eligible scheduled break day to:

 - One (1) member at the high school
 - One (1) member at the middle school
 - One (1) member at the elementary level

b. Application Timeline:

The first application window for using a personal business day to extend a break closes on **October 15** of the school year. Applications cannot be submitted before the start of school and will only be considered for that current school year.

c. Lottery Process:

If the number of applications exceeds the available slots, a lottery will be conducted by the Superintendent or their designee, with a representative from the Association present.

d. Second Application Opportunity:

If openings remain after the first round, a second and final application window will close on **January 15**. If necessary, a second lottery will be held to allocate any remaining slots.

H. ***Bereavement Leave***

Each employee covered by this Agreement may use a maximum of five (5) days per year for each death in the employee's immediate family defined above. These days when taken, will not be deducted from sick leave. Time off with pay, not to exceed one (1) day, may be granted for attendance at the funeral service of a person whose relationship warrants such attendance. Notification to the immediate supervisor of leave for a funeral or a death is expected as soon as practical.

I. ***Unpaid Leaves***

The following leaves of absence, without pay or benefits, may be granted by the Board upon written request of the employee for a period of sixty-one (61) days or more, not to exceed one (1) year. At the request of the employee, the leave may be extended for an additional year at the discretion of the Board. The Superintendent may grant unpaid leaves of sixty (60) or fewer days.

1. **Prolonged Illness.** An employee may be granted an unpaid leave of absence for a prolonged illness or disability of the employee or in the employee's immediate family as defined in Section A.1.(b).
2. **Child Care/Adoptive/Parental Leave.** An employee may elect to take a child-care/adoptive/parental leave up to a maximum of one (1) year for children through the age of three.
3. **Other Leaves.** Other leaves of absence may be granted by the Board upon written request of the employee. Denial of said leaves shall be subject to the grievance procedure up through, but not beyond, Level Three of the procedure.
4. **Return from Unpaid Leave.** When an employee returns from an unpaid leave of absence of

one (1) year or less, the employee shall return to the same position he/she left. If the position no longer exists, the employee shall exercise their rights to displace as provided in Article 8.B.. If the unpaid leave of absence is for more than one year, the employee may return to the first comparable open position in their category.

5. **Conditions for Leaves of Absence.** Unless otherwise indicated, the following conditions shall apply for leaves:

- a. Requests for leaves shall be in writing.
- b. All leaves shall be limited to one (1) year or less, unless otherwise specified.
- c. Salary increments shall not accrue while on an unpaid leave of absence, however, employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one (1) full year on an unpaid leave of absence as identified in Article 8.A.8.
- d. Sick leave days shall not accrue while on leave, but unused sick leave days held at the start of the leave shall be reinstated upon return from leave.
- e. All fringe benefits paid by the Board will cease at the commencement of an unpaid leave unless continuation of payment is required by law. Employees may, at their own expense, continue coverages of certain insurances for a period of time as defined under COBRA.
- f. To facilitate planning an efficient operation of the District's employees on leave shall notify the Board, in writing, at least fifteen (15) work days prior to the end of the leave, if their intent is to return to work. Failure to notify shall be deemed conclusive of resignation.

J. **FMLA**

1. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with health insurance coverage maintained for one or more of the following reasons:
 - a. due to the birth of the employee's child in order to care for the child;
 - b. due to the placement of a child with the employee for adoption or foster care;
 - b. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
 - c. due to a serious health condition that renders the employee incapable of performing the functions of their job. A "serious health condition" is defined by the

law as an illness, injury, impairment, or physical or mental condition that involves: (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the employer or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

2. In the event of the death of the person for whom the employee took a leave, the leave shall be terminated fifteen (15) work days after receipt of the employee's request to return to work.

ARTICLE 12
HOLIDAYS

A. Employees shall have the following days off with pay:

Labor Day (provided the employee is scheduled to work prior to Labor Day), Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, and Memorial Day.

B. To receive holiday pay, the employee shall work the last scheduled work day preceding the holiday and the first scheduled work day following the holiday unless specified otherwise or unless the absence is excused in writing by the Superintendent or their designee.

C. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid full holiday pay for that day.

D. Holiday pay shall be determined by multiplying an employee's regular straight time hourly rate times the number of hours they are regularly scheduled to work each week divided by five.

ARTICLE 13
COMPENSATION

- A. Wages of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

Employees may be granted credit on the salary schedule for similar outside experience up to five (5) years. Additionally, new employees may be granted additional credit on the salary schedule of two (2) steps for Associates Degree or 60 (sixty) college credit hours; up to three (3) steps for 90 college credit hours; and up to six (6) steps for Bachelor Degree, Master Degree or at least 120 college credit hours.

If an employee disagrees with the amount of credit they are granted, they may appeal this decision to the Superintendent.

- B. All employees shall be paid during the school year twenty-one (21 pays) unless a signed written election form is submitted to the payroll department electing twenty-six (26) pays.

C. ***Overtime***

1. Time and one-half (1½) will be paid for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned, provided that such overtime has been authorized.

Any time worked beyond the hours the employee is regularly scheduled to work, as authorized by the building supervisor, shall be paid according to the employee's hourly rate of pay. All unscheduled work hours shall be arranged in advance by mutual agreement of the employee and the immediate supervisor.

2. Time and one-half (1½) will be paid for all hours worked on Saturday and Sunday. Double time will be paid for all holidays worked.
3. If the employee and the immediate supervisor mutually agree, time off with pay shall be granted in lieu of overtime pay at the same rate of overtime.

- D. Any employee who is assigned temporarily to the duties of another unit member which earns a lower rate of pay shall receive their regular rate of pay for the period they assume such assignment.

- E. Any employee who is assigned temporarily to the duties of another unit member which earns a higher rate of pay for more than five (5) consecutive days shall receive the rate of pay at the first step which is greater than their current rate of pay for the duration of the temporary assignment and retroactive to the first day of said assignment.

- F. The Board shall pay the legally-mandated contribution to the Michigan Public Schools Employees Retirement Fund. MIP elections will be paid by the employee.

- G. Whenever an employee has left the Board's premises and is required to return to work after the completion of the employee's regularly-scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours' pay at the employee's straight time hourly rate, whichever is greater.
- H. All employees who attend staff meetings on a compensated basis consistent with Article 5.E. will be paid for such time at their regular hourly rate.
- I. Any employee voluntarily attending a course, workshop, or training session relating to their present classification may have fees, tuition, supplies, and other reasonable related expenses reimbursed by the Board, provided that the request for reimbursement has prior written approval of the immediate supervisor and Superintendent or designee.
- J. The Job Review Committee shall consist of three (3) administrators as determined by the Superintendent's designee and three (3) bargaining unit employees as determined by the Association President.

The Job Review Committee will meet within ten (10) business days of a written request by the Association President or the Superintendent's designee to address whether a bargaining unit position is improperly classified for Article 1.B. categories. This meeting deadline may be extended upon mutual agreement of the parties.

If the Committee determines that the position should be re-classified into a different Article 1.B. category, the Committee's written decision and supporting rationale shall be submitted to the Superintendent for review within sixty (60) calendar days of the written request. The Committee's recommendation shall be submitted to the Board for action. Any wage adjustment shall be effective on the date of the written request.

- K. To be eligible for reimbursement, employee receipts for out-of-pocket expenses shall be submitted to the business office no later than June 30 of the fiscal year of the transaction.

ARTICLE 14
RETIREMENT

Retirement

An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump-sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$6,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January.

Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.

In the event of the death of an employee, who has given notice of retirement and who is eligible to receive terminal leave under the preceding paragraph of this Article, the benefit will be paid to the beneficiary designated, in writing, by the employee. If there is no written beneficiary designation on file with the District at the time of the employee's death, the benefit will be paid according to the priorities specified in MCL 408.480.

ARTICLE 15
EVALUATION PROCEDURE - See Appendix B

- A. An evaluation of the work of employees shall be in writing and in accordance with the following:
1. At least once in a two (2) year period, school principals, or other administrators, shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statements of the employee's performance as indicated on the evaluation form provided in Appendix B. If a paraprofessional is directly assigned to classrooms, the classroom teacher may be requested, by the immediate supervisor, to contribute to the evaluation. However, the responsibility for the content of an evaluation lies solely with the administration.
 2. All evaluations shall be discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signatures of the immediate supervisor, the employee, and any other supervisory persons who evaluated the work of the employee. Employees are required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it within five (5) work days after it is reduced to writing. An employee's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the employee is familiar with it.
 3. After consultation with the immediate supervisor, or designee, or other supervisory persons who have been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator will have the right to revise, modify, or otherwise change the written evaluation prior to affixing any signatures and prior to transmitting same to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signatures of both the employee and the person(s) preparing the evaluation.
 4. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.

ARTICLE 16
WORKING CONDITIONS

A. *Hours*

1. The normal work week shall be thirty-five (35) hours consisting of five (5) days of seven (7) consecutive hours Monday through Friday, inclusive.
2. Employees shall be provided at least seven (7) calendar days' notice of any change in the normal starting and/or quitting time.
3. The Board retains the right to schedule work for less than seven (7) hours per day or thirty-five (35) hours per week.
4. All employees, including those individuals assigned to a specific student, shall be allowed a rest period away from their assignment for each three and one-half (3½) consecutive hours of work, not to exceed fifteen (15) minutes each time. The period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.
5. Employees working overtime shall receive an additional fifteen (15) minutes of relief for every three (3) hours worked.
6. All employees, including those assigned to an individual student, shall be allowed an unpaid thirty (30) minute duty-free lunch period during which they may leave the building and school premises provided the principal is notified.
- G. Any additional work time on student half-days must be approved in advance by the Superintendent or designee. In addition, the work year may be extended by the Superintendent or a designee.
8. If the work year is extended more than five (5) working days the position will be posted.

B. *Professional Development*

The yearly work calendar shall be the same as the student calendar except that unit employees shall also work on seven (7) designated days during the time students are not in session for purposes of professional development or as otherwise assigned by the Board plus commencement day, scheduled teacher work days or, if longer, the normal academic year of the program to which the employee is assigned.

The professional development days will be identified by the District upon adoption of the school year calendar.

- C. Elementary and secondary library paraprofessionals will be assigned an additional five (5) days of work during the school year to be used to facilitate library services such as opening the library, closing the library, cataloging, etc.

- D. Whenever schools are closed due to severe weather or other emergencies, all employees shall not report for work as usual unless specifically directed to do so and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after employees have reported for work, because of severe weather or other emergencies and if the immediate supervisor's work is terminated for that day because of those conditions, the employee's work shall terminate for that day concurrent with the immediate supervisor's and the employee shall be paid the normal pay even though fewer hours have been worked. Exceptions may be made with respect to specific designated employees, such as security officers, who may be required to work. Employees requested to report for work when a school or other facility is closed under this provision for any emergency reason during such conditions shall be compensated at one and half (1½) times their regular hourly rate of pay.

Compensation (in any form) will not be issued for make-up days/hours which have to be rescheduled to replace canceled days/hours in order to receive full state aid payment.

- G. During the last month of school, employees will receive written notice of employment for the coming year from the Superintendent or designee. Such notice shall include the building to which the employee is tentatively assigned as well as the normal starting and quitting times.
- F. The Board agrees to provide a locked area for personal belongings.
- G. Elementary library paraprofessionals shall not be required to supervise more than two (2) recesses per week as part of their regular duties.
- H. No paraprofessional shall be required to dispense medication or perform nursing procedures or perform physical restraints on students without training regarding the procedure. If required to perform these functions, paraprofessionals will be provided training deemed necessary by the administration for their duty performance at the District's expense. Paraprofessionals will be compensated for their additional time consistent with Article 13.
- I. When a paraprofessional is assigned to a student who needs services which would expose the paraprofessional to bodily fluids, the paraprofessional shall be provided with the necessary equipment and/or garments to ensure universal precautions are followed. Universal precautions training shall be provided to all paraprofessionals who may be exposed to bodily fluids within thirty (30) calendar days of employment.

K. ***Summer Hours Worked***

Employees assigned to work as a paraprofessional during the Summer School Program shall be compensated at the rate of \$25.00 per hour or their current hourly rate, whichever is greater. This hourly rate applies exclusively to hours worked in connection with Summer School duties and is separate from the employee's regular contractual salary or hourly wage during the standard academic year.

ARTICLE 17
EMPLOYEE EARNED BENEFITS

Section 1. Contributions.

The District will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week.

District premium and health savings account contributions, as specified in this Article, shall be prorated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

All premium or premium-equivalent amounts for which the employee is responsible will be payroll-deducted.

Section 2. Eligibility.

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at the District's expense.

Unit employees hired after June 30, 2027, are only eligible to have the District's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.

Section 3. Health Insurance.

Employees shall have the option to enroll in the available MESSA health insurance plans offered by the Board as negotiated with the Association and defined below. The annual limit the Board shall contribute for healthcare on behalf of the employee and the employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

The three (3) health insurance plans offered by the board for the term of the contract are as follows:

- MESSA ABC 1 with the 5-tiered prescription plan.
- MESSA ABC 1 with the 3-tiered prescription plan.
- MESSA Choices \$500/\$1000 plan with the 3-tiered prescription plan

The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.

If an employee resigns from employment after the end of a school year and before the start of the next school year, the insurance shall be continued through August 31 of that year, unless the employee becomes employed elsewhere prior to August 31. Provided, that an employee who resigns and waives insurance for the months of July-August shall receive \$500. The waiver must be in writing and furnished to the District by May 15.

Health Savings Account (HSA) - For employees who elect enrollment in a High Deductible Health Plan (HDHP), the District shall deposit \$1,200 for Single Subscriber or \$2,400 for 2 Person/Full Family Subscriber for plan year 2026 and \$1,300 for a single subscriber and \$2,500 for 2-person/full family for plan year 2027. The District agrees to deposit 100% of the HSA contribution by January 31 for the plan years 2026 and 2027.

If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the employee. This contribution will be based on the coverage level selected by the employee (self-only or 2-person/family coverage). The District's contribution shall be deposited into the employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

If there are legislative changes that cause an inequity in the Board contributions for healthcare between teachers selecting different plan options, the parties agree to renegotiate the contributions noted in the above paragraphs.

Cash-In-Lieu - Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the District, as set forth in this Article, but shall instead elect cash-in-lieu.

Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive **\$300 each month** in cash under a valid IRS Section 125 Plan established by the District. For those employees who are eligible for the insurance benefit programs but work less than 30 hours per work will receive a pro-rated amount.

To comply with the Affordable Care Act (ACA), employees must sign the District's Waiver of Medical Coverage form and provide proof of coverage from another qualified plan.

Insurance listed in this Article shall be available to the employee upon their hire date.

Section 4. Dental Insurance.

The District shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

Section 5. Life Insurance.

The District shall provide, without cost to the employee, group life insurance protection and accidental death and dismemberment (AD&D) in the amount of \$10,000.

Section 6. Vision Insurance.

The District shall provide MESSA VSP-3 vision insurance or an equivalent policy.

Section 7. Short-Term and Long-Term Disability Insurance.

The District shall provide an insured income continuation plan for disability that extends beyond the employee's accumulated sick leave per Article 11.D. The LTD benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

The employee will continue to receive health insurance while on long-term disability for up to a maximum of twenty-four (24) months.

ARTICLE 18
WORKER DISABILITY COMPENSATION

Each employee will be covered by the Worker's Disability Compensation Act and the Board further agrees to pay the injured employee the difference between their regular weekly income based on forty (40) hours or on the employee's normal work week if less than forty (40) hours, and the amount to which they are entitled under provisions of the Worker's Disability Compensation Act. Such payments will be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months. The employee will not continue to accrue sick leave, personal leave, or vacation time while on worker's compensation.

ARTICLE 19
CONTINUING EDUCATION

- A. The District allocates four thousand dollars (\$4,000) per contract year for reimbursement of continuing education expenses for the entire bargaining unit. Individual unit members are eligible for registration fees, tuition, books, lab fees, and other expenses upon successful completion of the continuing education course with a minimum of a 2.5 (C+) for graded courses or a Course Completion Form signed by the instructor for non-graded courses. The employee must submit to the Human Resources Office a completed Continuing Education Reimbursement Form, along with the transcript of signed Course Completion form to be eligible for reimbursement. An individual unit employee will not receive reimbursement for more than two thousand dollars (\$2,000) per contract year unless approved by administration.

- B. If multiple employees submit requests for continuing education reimbursement, the total amount allocated to the bargaining unit will be distributed proportionally based on the amount of each request and may not equal the full amount requested.

- C. Reimbursement will be issued for eligible submissions made between July 1 and June 30 of each school year. In no event shall a unit employee be reimbursed more than the eligible expenses paid by the employee.

ARTICLE 20
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. For purposes of timelines contained in this Agreement, “work days” shall be defined as those days the school district central offices are open for business.
- C. For purposes of this Agreement, the “immediate supervisor” is defined as the building principal or designee.
- D. For purposes of this Agreement, the “supervising teacher” is defined as the District certified teacher(s) from whom an employee receives daily tasks.
- E. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties as set forth in writing and signed by both parties as an amendment to this Agreement.

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2025 and shall continue in effect until June 30, 2027. This Agreement may be extended by mutual written consent of both parties.

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate the Agreement as provided in that Act.

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF EAST LANSING, INGHAM AND
CLINTON COUNTIES, MICHIGAN**

**EAST LANSING EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION (ELESPEA)**

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____

By: _____
Its Secretary

By: _____
Its Secretary

Date: _____

Date: _____

APPENDIX A

Wage Scale 2025-26

Step	Hourly Rate
1	\$ 16.93
2	\$ 17.35
3	\$ 17.77
4	\$ 18.22
5	\$ 18.69
6	\$ 19.15
7	\$ 19.62
8	\$ 20.10
9	\$ 20.60
10	\$ 21.12
11	\$ 21.64
12	\$ 22.19
13	\$ 22.74
14	\$ 23.32

Longevity:	
Beginning Year 15 through 20	4%
Beginning Year 21+	6%

ASL Interpreter and GSRP hourly rate \$ 27.98

Health care paraprofessionals and backups will be paid an additional \$0.75 per hour. Health Care Paraprofessionals and backups are employees who are trained and assigned by the building principal or designee to provide medical treatment and support to students.

25-26 Retroactive Compensation

Upon ratification and final approval of the Tentative Agreement between the District and ELESPEA, all salary schedule adjustments and applicable compensation increases shall be applied retroactively to the beginning of the 2025–2026 contract year.

APPENDIX A

Wage Scale 2026-27

Step	Hourly Rate
1	\$ 17.44
2	\$ 17.87
3	\$ 18.30
4	\$ 18.77
5	\$ 19.25
6	\$ 19.72
7	\$ 20.21
8	\$ 20.70
9	\$ 21.22
10	\$ 21.75
11	\$ 22.29
12	\$ 22.86
13	\$ 23.42
14	\$ 24.01

Longevity:	
Beginning Year 15 through 20	4%
Beginning Year 21+	6%

ASL Interpreter and GSRP hourly rate \$ 28.82

Health care paraprofessionals and backups will be paid an additional \$0.75 per hour. Health Care Paraprofessionals and backups are employees who are trained and assigned by the building principal or designee to provide medical treatment and support to students.

APPENDIX B



EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION WORK EVALUATION

East Lansing Public Schools

Name: _____ Date: _____

Position: _____ Building: _____

Evaluating Administrator: _____ Contributing Party(ies): _____

Date of Evaluating Conference: _____

Rating System		
In the space provided, use the number which best describes performances in accordance with the following:		
4	Outstanding	Greatly surpasses requirements of position
3	Very Good	surpasses requirements of position
2	Satisfactory	meets requirements of position
1	Needs Improvement	Needs improvement
0	Unsatisfactory	unsatisfactory
NA	Not Applicable	not applicable to bargaining unit member
NO	Not Observed	not observed

If the bargaining unit member is rated as needing improvement or unsatisfactory in any area, the evaluator will indicate the specific nature of the deficiency, the observations which s/he has relied upon to form their conclusion(s) and state how improvement is to be achieved, as well as the administrative support toward said achievement in the comment sections provided.

The bargaining unit member is not required to sign the evaluation form until after the evaluator has discussed its content with them.



East Lansing Public Schools

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION WORK EVALUATION

Performance Standards

- _____ 1. The bargaining unit member's work in terms of quality, quantity, neatness and accuracy.
- _____ 2. The bargaining unit member's ability to meet the requirements of the position.
- _____ 3. The bargaining unit member's ability to adjust to existing and new conditions.
- _____ 4. The bargaining unit member projects a positive, professional image.
- _____ 5. The bargaining unit member avails themselves of opportunities for self-improvement.
- _____ 6. The bargaining unit member possesses the basic skills required of the position.
- _____ 7. The bargaining unit member relates and establishes rapport with students of various backgrounds.
- _____ 8. The bargaining unit member works well with:
- students,
 - teachers,
 - co-workers,
 - administrators,
 - parents (where appropriate) and
 - others (where appropriate).

Additional comments from the evaluator:



East Lansing Public Schools

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION WORK EVALUATION

Considering all factors, the work performance of the bargaining unit member is _____

Accordingly, I recommend that the bargaining unit member be:

- _____ Retained for future employment.
- _____ Placed on an Individual Development Plan.
- _____ Terminated (probationary employee).
- _____ Terminated for just cause (non-probationary employee).

Signature of Evaluator

Date

My signature only means that I have read and discussed the content of the evaluation with the evaluator. It is NOT intended to mean that I agree with the content of this evaluation. Further, I understand that I have a right to attach written comments to this document for insertion into my personnel file.

Signature of Bargaining Unit Member

Date

APPENDIX C



ELESPA CONTINUING EDUCATION REIMBURSEMENT FORM

Complete and submit the ELESPA Continuing Education Reimbursement Form to receive reimbursement for eligible expenses, including registration fees, tuition, books, lab fees, and other approved costs pursuant to Article 19. To qualify, you must successfully complete the course with a minimum grade of 2.5 (C+) for graded courses or submit a Course Completion Form signed by the instructor for non-graded courses.

If requesting reimbursement for registration fees, tuition, books, and/or lab fees, you must include receipts with your submission. Reimbursement will be provided for eligible expenses incurred between July 1 and June 30 of each school year. Reimbursement will not exceed the total amount of eligible expenses paid by the employee.

Name _____ Building _____

Name of Course/Training Completed _____
(Include course number when applicable)

Offered by (School, University, Sponsor, etc.) _____

Beginning Date of Course Work _____ Completion Date _____

List the amounts for each item for which you are requesting reimbursement. This form must be submitted with official transcripts showing a minimum grade of 2.5 (C+) for each college course, or you must submit a Course Completion Form for courses that do not issue a grade or transcript.

All receipts for reimbursable expenses must also be attached.

TUITION _____

BOOKS _____

REQUIRED LAB FEES _____

OTHER EXPENSES _____ Specify _____
(prior approval required)

TOTAL REIMBURSEMENT REQUESTED _____

Signature

Date

Approval _____ YES _____ NO

Amount to be reimbursed _____

Chief Human Resources Officer

Date



ELESPA COURSE COMPLETION FORM

Complete and submit the Course Completion Form signed by the instructor for non-graded courses/trainings.
Upon completion of course/training, please be sure the form is signed and returned to the Department of Human Resources.

Student, _____, has had satisfactory attendance and has successfully completed this course/seminar/workshop.

Name of Course/Training

Offered by (School, University, Sponsor, etc.)

Date(s) of Course

Total Hours

Instructor's Signature

Date