



Livingston
**EDUCATIONAL
SERVICE** Agency

Agreement

between the

**Livingston Educational Service Agency Board of
Education**

and the

Livingston Educational Teacher Assistant Association

2023 - 2026

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Preamble

The Livingston Educational Service Agency (Michigan) Board of Education and the Livingston Educational Teacher Assistant Association, agree as follows:

Article 1. Definitions

Agency. The term Agency, denotes the Livingston Educational Service Agency.

Board. The term Board, denotes the Livingston Educational Service Agency Board of Education.

Day. The term Day, denotes a working day unless otherwise stated. A working day is any day during which some, or all, of the Agency is to be in operation as set forth in the Calendar of Operations approved by the Board, unless all operations have been suspended, before 8:00 A.M., by the Employer.

Employee. The term Employee, denotes any employee of the bargaining unit defined in Article 2.

Employer. The term Employer, denotes the Board, the Superintendent, all administrative employees and their designees.

Full-Time Employee. A Full-Time Employee is an employee that works a full assignment, based upon the calendar assigned to their position.

Part-Time Employee. The Part-Time Employee percentage is determined by dividing the total number of days worked by the total number of work days per the assigned calendar.

Full Time Equivalent (FTE): Full time equivalent, or FTE, is a unit of measurement equal to one full time employee. Example: an employee working 80% of a full-time assignment equates to a .8 FTE.

Specialized Teacher Assistant. A Specialized Teacher Assistant position is one in which additional, unique qualifications are required.

Substitute. The term Substitute, denotes a person not in the bargaining unit who performs bargaining unit work.

Superintendent. The term Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.

Association. The term Association, denotes the Livingston Educational Teacher Assistant Association. (LETAA)

Year. The term Year, denotes the period from July 1st to the following June 30th, unless otherwise specified.

Article 2. Recognition

Recognition. The Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for the bargaining unit consisting of all Teacher Assistants working in special education programs but excluding substitutes, bus aides, supervisors and all other employees.

Article 3. Board Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the Agency's business, the equipment, the operations, the workforce and the affairs of the Agency.
 2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer Employees, and to determine the size of the workforce.
 3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods of changes therein.
 4. Adopt rules and regulations not in conflict with this Agreement.
 5. Determine the qualifications of Employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

10. Determine the policy affecting the selection, testing or training of Employees.

11. Develop and exclusively control the Agency's budget.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations that pertain to education.

C. **Medical Examination.** The Board shall have the right in its discretion to require an Employee to submit to a medical examination (either physical or mental or both) in accordance with Board Policy 4003 for the purpose of determining Fitness for Duty at Board expense by a licensed physician appointed by the Board.

D. Strikes

1. **Definition.** The term, Strike, means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. The definition includes but is not limited to actions commonly known as slowdowns, sit-ins, boycotts and interference with the performance of duties of others employed by the Board and an action described in this definition that is taken for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the Employer.

2. The Association agrees that it and the Employees shall not authorize, sanction, condone or participate in any strike.

3. If a strike of Employees occurs, the Association will endeavor to get the striking Employees back to work as expeditiously and as quickly as possible by:

Delivering to the Employer a notice addressed and given to all Employees repudiating such acts of the Employees and directing them to cease such acts and return to work; and, taking such other action, which it deems reasonable and appropriate, to bring about compliance with the terms of this Agreement.

4. Actions to discipline, suspend, demote or discharge any Employee who authorizes, sanctions, condones or participates in any strike are not subject to the grievance procedure.

Article 4. Association Rights

- A. **Aid to Other Associations.** The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Association for the duration of this Agreement.
- B. **Stewards.** The Employees shall be represented by one steward who shall represent all Employees. One alternate steward will be named who will function in the place of the steward when the steward is absent.

The name of the steward and alternate and their designations shall be furnished in writing to the Assistant Superintendent for Administrative Services within five (5) working days of their appointment or election.

When their component is fully staffed, a steward may, with prior approval and without loss of compensation, investigate and/or present grievances to the Employer. Before doing so, the steward shall obtain permission from their immediate supervisor. Approval for a steward to leave their job assignment for a reasonable period of time to investigate and/or present grievances to the Employer will not be unnecessarily withheld with the understanding that the time taken by the steward will not be abused.

Should the number of positions be increased, the number of stewards and alternates needed will be mutually determined.

- C. **Association Use of Agency-Owned Facilities.** Upon not less than 48 hours prior approval from the Superintendent or his designee, the Association may schedule Chapter meetings using mutually agreed-upon Agency-owned facilities providing these meetings do not interfere with the duties of any Employee who attends. If an emergency arises, the Assistant Superintendent for Administrative Services may waive the condition of prior notice if requested to do so by the Chapter Chairperson.
- D. **Bulletin Boards.** The Employer will provide at least one (1) bulletin board, which may be used by the Association only for posting notices pertaining to Association business. The location of each bulletin board shall be mutually agreed upon.
- E. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fees or Association dues.
- F. The Association shall indemnify and save the Employer, including individual members of the Board of Education, the Superintendent, all administrative employees, and designees harmless against any claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise by reasons of

the Employer's complying with provisions in this Article.

Article 5. Employee Rights and Security

A. Employee Bill of Rights

1. To be treated in a manner that reflects the beliefs established in the strategic plan.
2. To have the tools and resources needed to fulfill the expectations of their job.
3. To have regular communication from the classroom teacher necessary to do their job effectively.
4. To receive recognition and appreciation for who they are and what they do.
5. To engage in professional learning provided by the Agency at a frequency comparable to the teacher.
6. To use their voice to resolve problems within the Agency in a timely manner.

B. The Chapter Chairperson or steward will be notified of all new hires into the LETAA monthly. An updated seniority list to include name, hire date, contact information, classification and rate of pay will be provided to the Chapter Chairperson twice a year, at times mutually agreed upon by the Employer and Association.

C. **Seniority.** The term, Seniority, denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Accumulation of seniority of Employees begins with their first day employed (effective date) in any position in the bargaining unit.

For the purpose of determining seniority only, continuity of employment shall not be considered broken by Board-approved paid leaves of absence, or unpaid leaves of absence that are under an approved FMLA leave, or when operations affecting the Employee, are temporarily suspended by the Employer. Any other interruption of work, shall constitute a break in continuity for the purpose of determining seniority. Employment in the Agency but out of the bargaining unit is such an interruption. If an Employee's continuity of employment is broken, the Employee's seniority will be reduced to reflect the duration of such break in continuous employment. Seniority shall be adjusted for any and all unpaid days away each year in June not mentioned above.

Ranking of Employees with the same seniority shall be by alphabetical order using the last name by which each Employee was first appointed.

D. **Seniority of Officers and Stewards.** The Chapter Chairperson, the Stewards and Alternates (when acting in the capacity of the Chapter Chairperson or Steward due to a long-term absence) respectively, during their terms of office, and as permitted by law, shall head the

seniority list of the bargaining unit for layoff and recall only. The Association shall indemnify and save the Employer, including individual members of the Board of Education, the Superintendent, all administrative employees and their designees, harmless against any claims, demands, suits, costs, expenses, including attorney fees, unemployment compensation costs and other forms of liability that may arise by reasons of the Employer's complying with provisions of this Article.

- E. **Seniority Lists.** The seniority list on the date of this Agreement will show the dates of hire, names and job titles of all Employees of the bargaining unit with seniority. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies upon reasonable prior request.
- F. **Loss of Seniority.** An Employee will lose their seniority and their name will be removed from the seniority list and the Employee will be terminated from employment when one or more of the following events occurs:
 - 1. The Employee quits, retires or is discharged.
 - 2. The Employee has been laid off for more than one (1) year.
- G. **Job Abandonment.** An Employee shall be deemed to have voluntarily quit when one or more of the following events occur:
 - 1. The Employee is absent for three (3) or more consecutive working days and has not notified the Employer in accordance with procedures set forth herein.
 - 2. The Employee fails to return to work in response to a recall notice as set forth in Article 11.
 - 3. An Employee notifies Administration that they are quitting their employment.
- H. **Part-Time Employees.** Unless otherwise indicated, the following conditions shall apply to part-time assignments: An Employee's seniority and increment shall accrue as with a full-time assignment. Sick leave days, personal business days, attendance merit incentive, and Bereavement days shall be prorated. No other benefits shall accrue or apply.

Article 6. Job Postings and Bidding Procedures

- A. The term, Vacancy, denotes a position created by an Employee leaving a position or new position in the bargaining unit. Vacancies shall be posted internally and externally until filled. Preference will be given to internal candidates who apply within 5 calendar days using the method established by Human Resources. The Board reserves the right to hire outside of the Association to fill a vacancy once the internal applications have been reviewed. Such postings shall set forth minimum requirements for applying, the posting

- date, and the deadline date for applying. A copy shall be sent to the Chapter Chairperson.
- B. **Bidding.** During the above posting, any Employee may submit their bid using the electronic posting system.
 - C. In filling any vacancy, consideration will be given to seniority, qualifications, experience and previous work record of the Employee.
 - D. Each applicant will be notified of the final disposition of their application.
 - E. **Trial Periods.** The transferred Employee shall be granted a five (5) working day trial period to determine their ability to perform the job. If an Employee is found unsatisfactory, they shall be returned to their former job. Written reasons will be given to them. During the trial period, the Employee may request to be returned to their former job, and such request shall be granted in Employee-initiated transfers. The five (5) day trial period may be waived upon mutual agreement in writing by the Employer, Employee and Association. During the trial period, the Employee will receive the rate of the job they are performing.
 - F. **Temporary Vacancies.** An assignment is said to be temporarily vacant when an Employee notifies the Employer that they will be absent for a period of sixty (60) calendar days or has been absent for sixty (60) calendar days. The employer will cover the temporary vacancy with a voluntary transfer, substitute, floater or by using the involuntary transfer process outlined in letter G.
 - G. **Involuntary Transfers.** The Employer may involuntarily transfer an Employee when such transfer is, in the opinion of the Employer, in the best interest of the Agency. Such transfer will be made with prior notice.
 - H. If a vacancy created by an administrative transfer cannot be filled through the posting procedure, the Employer may involuntarily transfer into that position the least senior Employee who meets all specified program requirements.
 - I. **Part-Time.** The Employer will not fill an otherwise single full-time position with 2 or more part-time Employees. The Association will be notified of new positions five (5) work days prior to the posting.
 - J. **Working extra days.** LETAA staff working the 196 day STEP calendar have the opportunity to work extra days in Pathway programs throughout the year. A process and form will be established by Human Resources for 196 day staff to indicate their availability for classroom coverage on non scheduled work days. The administrator of the program will be responsible for assigning staff where there is a need, based upon the information provided on the form.
 - K. Summer programs requiring LETAA staff shall be filled using the following procedures:
 - 1. Summer vacancies shall be posted by March 15th using the TalentEd or other mutually agreed upon system. Postings shall include the number

of assignments as well as the expectations for and essential functions of the assignment. Applicants shall include in their application their years and type of experience working in summer programs.

2. 193 day staff interested in working a summer assignment shall apply no later than March 30th using the TalentEd or other mutually agreed upon system. Preference will be given to applicants that are able to work the full segment as posted.
3. 193 day staff working a summer assignment will be able to convert three (3) sick days into consecutive paid time-off days (PTO) that would be able to be used during the summer assignment only. Unless due to sickness, these days shall be approved by the Administrator of the program or their designee in advance and require the staff member to establish alternative coverage. Approval of the use of these PTO days will be based on the best needs of the program and the Administrator has the right to deny use of days due to lack of coverage. Days converted will pull from paid sick leave days banked by the staff member from the previous year.
4. Assignments shall be made based on the classroom they currently work in, seniority, and years of experience working in the assignment as posted. Awards of summer assignments shall be posted by May 1st.
5. Staff shall have until May 5th to decline the assignment if they believe they will not be able to successfully fulfill the expectations of the job. The reasons for declining the assignment must be presented in writing to the Assistant Superintendent for Administrative Services.
6. In the event that the assignments are not filled with LETAA staff, temporary and contract staff will be utilized.
7. 193 day staff that work the summer will receive personal days. The allocation of the days will be based upon the number of summer days worked.
 - a. 20 days worked: 2 personal days allocated
 - 15-19 days worked: 1.5 personal days allocated
 - 10-14 days worked: 1 personal day allocated
 - less than 10 worked: zero personal days allocated

K. A substitute shall not be used in the classroom more than sixty (60) calendar days without notification to the Association as to the reason why a permanent decision to place the employee has not been made.

L. 196 day staff that work extra days outside of their normal calendar will receive personal days. The allocation of the days will be based upon the number of extra days worked. The extra days will be granted on July 1st, based upon the previous 12 months of work.

- a. 20 days worked: 2 personal days allocated
- 15-19 days worked: 1.5 personal days allocated
- 10-14 days worked: 1 personal day allocated
- less than 10 worked: zero personal days allocated

Article 7. Discipline

- A. **Professional Conduct.** Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance or proven ineffectiveness, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending Employee.
- B. The Board will follow a policy of progressive discipline, subject to "D" below, which includes: Counseling, Verbal Warning, Written Reprimand, Suspension, and Discharge. The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.
- C. **Tardiness and Absenteeism.** The progressive discipline steps outlined in "D" will be utilized for all instances of lost time (unpaid ~~and~~ or unapproved), tardiness and inappropriate attendance patterns, such as calling in sick on the same day of the week.
- D.
 - 1st offense counseling
 - 2nd offense written
 - 3rd offense suspension – 1 day
 - 4th offense suspension – 3 day
 - 5th offense discharge

Employees may request from the Assistant Superintendent for Administrative Services an exemption from such progressive discipline steps for extenuating circumstances. The decision of the Assistant Superintendent for Administrative Services is final and cannot be grieved.

- E. The Employer shall attempt to reprimand an Employee in a way that will not cause embarrassment to the Employee.

- F. The Employer agrees that, upon imposing any discipline involving loss of pay, the Association steward will be notified in writing. The Employee shall be given a copy of all disciplinary actions and copies shall be placed into their personnel file. A notation of oral reprimand by date and subject only and signed by the Employee may be placed into the Employee's personnel file.
- G. The Employee may request to be represented by their Association Representative when disciplinary action is imposed.
- H. In imposing any discipline or discharge on a current charge, except as noted in this section the Employer will not consider any similar infractions which are more than three (3) years old. This section shall not apply to infractions involving unprofessional conduct within the meaning of the Revised School Code.
- I. **Discharge.** The Board may discharge an Employee for cause. Prior to discharge of an Employee the Employer may suspend them for up to five (5) working days without pay in order to permit an investigation of the matter. If the investigation is not completed within five (5) working days, and the Employer desires to keep the Employee on suspension status, additional days of suspension shall be with pay. If, following such a suspension, the Employer's decision is to give the Employee a suspension, the number of days already suspended without pay will be counted in the total number of days suspended.
 - 1. The Association may initiate a grievance of the Board's decision to discharge an Employee at Level 4.
 - 2. Any Employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- J. The discharged or suspended Employee may discuss his discharge or suspension with their steward and the Employer will make available an area for this purpose before the Employee is required to leave the property of the Employer. Upon receipt of a reasonable and timely request, the Employer will discuss the discharge or suspension with the Employee and the steward.
- K. An Employee may view their personnel file upon reasonable prior request.

Article 8. Grievances

- A. **Definition.** A grievance is a written complaint by an Employee alleging a violation, misinterpretation or misapplication of any express provision of this Agreement.
- B. Nothing contained herein will be construed to limit the right of any Employee having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Association provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association has

been given the opportunity to be present when such an adjustment is made.

- C. **Level 1.** If an Employee wishes to submit a grievance, they shall first discuss the complaint with their immediate supervisor or with the Assistant Superintendent for Administrative Services if the immediate supervisor is not the cause of the complaint. The steward and at least one administrative designee may also be present. This discussion must occur within ten (10) days of the event causing the complaint. The immediate supervisor or Assistant Superintendent for Administrative Services shall respond in writing within ten (10) days of the date of the discussion, submitting one copy to the Employee, one copy to the steward, and one copy to the Superintendent.
- D. **Level 2.** If the Employee is not satisfied with the response at Level 1, the steward may submit a grievance by filing a LESA/LETAA Grievance Report provided that the grievance is submitted within five (5) days of the above written response. The Report must be submitted to the immediate supervisor. If the grievance does not involve the immediate supervisor, it may be filed at Level 3. The immediate supervisor shall sign and date all copies when they receive them. The immediate supervisor shall respond in writing to the steward within five (5) days of the date they received the Level 2 grievance.
- E. **Level 3.** If the Employee is not satisfied with the response of the immediate supervisor, the steward may submit the grievance to the Assistant Superintendent for Administrative Services within ten (10) days of the date of the Level 2 reply. The Assistant Superintendent for Administrative Services shall sign and date all copies when they receive them. The Assistant Superintendent for Administrative Services shall respond in writing to the steward within ten (10) days of the date they received the Level 3 grievance.
- F. **Level 4.** If the Employee is not satisfied with the response of the Assistant Superintendent for Administrative Services, the Steward may submit the grievance to the Superintendent within ten (10) days of the date of the Level 3 reply. The Superintendent shall sign and date all copies when he receives them. The Superintendent shall contact the LETAA Chairperson assigned within five (5) days of receiving the grievance to schedule a conference. Following this conference, the Superintendent shall respond within ten (10) days in writing to the Chapter Chairperson.
- G. **Level 5.** If the Level 4 answer is not satisfactory, the Association may, within thirty (30) calendar days of receipt of the Employer's Level 4 answer, request arbitration by giving a written notice to the Employer.

The Association and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration Association in accordance with its Rules and Procedures.

1. The decision of the arbitrator shall be final and conclusive and binding upon Employees, the Board and the Association.

2. Powers of the arbitrator are subject to the following limitations:
 - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish wage rates or to change wage rates.
 - c. They shall have no power to interpret state or federal law.
 - d. They shall not hear any grievance previously barred from the grievance procedure.
 - e. They shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - f. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et. seq.
3. After a case on which the arbitrator is empowered to rule hereunder has been referred to them, it may not be withdrawn by either party except by mutual consent.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. If a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. They shall not decide the merits of a grievance, which is an illegal or prohibited bargaining subject under the Public Employment Relations Act.
5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent. More than one grievance may not be considered by the arbitrator at one time unless there is mutual written consent, or the Employer has consolidated grievances which arise out of and concern the same factual circumstances.
6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- H. The Association may advance any grievance not answered within the time limits by the Employer to the next level. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
- I. The Association shall have no right to initiate a grievance involving the right of an Employee without their written approval. Failure to file a grievance does not set a precedent nor does it constitute a waiver on the future right to file a grievance on the same provision.

- J. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligations to make a monetary adjustment and the arbitrator shall have no power to order one.
- K. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
- L. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.
- M. An Employee may withdraw their grievance at any time prior to its referral to arbitration without prejudice of interpretation of this Agreement.
- N. No complaint which may be within the jurisdiction of any administrative agency empowered to render an enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.
- O. **Extension of Time Limits.** Time limits may be extended by mutual written agreement.
- P. In the event that the named person and their alternate who is designated to receive a response at any level in the grievance procedure is not available to receive the response, it will be sent by certified mail to the named person. When notice is given by certified mail, it will be deemed to have been given on the postmarked date of mailing.

Article 9. Special Conferences

- A. A Special Conference is a meeting of representatives of the Employer and the Association to discuss matters deemed important by either party. Each party will select its representatives for the Special Conference.
- B. Special Conferences will be arranged between the Chapter Chairperson and the Superintendent or his designee at mutually agreed upon times and places at the request of either party.
- C. The requesting party shall submit a request for a Special Conference to the other party in writing at least seventy-two (72) hours in advance, including an agenda of matters to be discussed and a list of names of the conferees of the requesting party.
- D. Matters taken up in Special Conferences shall be confined to those on the agenda.
- E. Special Conferences may begin during regular work hours. Members shall not lose time or pay for the time spent in Special Conferences, but no additional compensation will be paid to Employees for time spent in such conferences beyond regular work hours.
- F. The Association representatives may meet on the Employer's property for up to one-half hour

immediately preceding the conference.

Article 10. Reduction and Recall

If the following procedures involve an employee in a specialized teaching assistant position, then the administration and the Association will jointly determine how they will be affected by the reduction/recall.

- A. **Reduction.** If the Board orders a reduction in the number of Employees a notice of the position titles and the number of positions to be eliminated will be sent to the chapter chair. Employees will be laid off in inverse seniority order (beginning with those Employees having no seniority) until the number of remaining Employees corresponds to the number of remaining positions.
- B. **Recall.** If the Board orders a restoration of any or all of the eliminated positions, enough Employees to fill the restored positions will be recalled according to the following procedures:
 - 1. Employees with seniority as of the date of recall will be recalled in inverse order of layoff.
 - 2. The employer will send a recall notice by certified mail to each recalled employee at their last known address postmarked at least ten (10) calendar days before their reporting date. The employee will indicate their desire to accept or reject an offer of recall within four (4) calendar days from the date the notice was received or within ten (10) calendar days from the date the notice was sent, whichever occurs earlier. In the event an employee does not accept the position offered by the notice of recall within the aforementioned period, this shall conclusively and irrefutably be construed to constitute a resignation and/or the employee's abandonment of their employment by the board. The employee shall immediately be removed from the recall list.
 - 3. If the Employee does not report for work as scheduled, they will be considered to have quit unless the Employee has made other prior arrangements to report for work within five (5) working days of the scheduled date that are acceptable to the Employer.
 - 4. It is the responsibility of the Employee to notify the Employer of any changes in their mailing address and telephone number.
- C. **Temporary Layoff.** A temporary layoff is any layoff of not less than five (5) working days, nor more than twenty-five (25) working days due to acts or events not under the total control of the Board. Employees affected by a temporary lay-off will be laid off in inverse seniority order in the classification affected by the temporary layoff.
- D. Employees on temporary layoff shall have no interruption of hospital and dental benefits but

do not earn pay nor may they use leave time or vacation time during such temporary layoff.

- E. Employees on reduction layoff do not earn pay or fringe benefits. However, health, hospital, and dental benefits shall continue until the end of the month following the month in which the layoff occurs.
- F. **Reduction in Hours.** If the Board orders a reduction to less than .8 FTE in a position, the following procedures will be used:
 - 1. The affected Employee(s) and the Chapter Chairperson will be notified at least ten (10) working days in advance. During this ten (10) day period, the Employer will meet with the Chapter Chairperson and affected Employee(s).
 - 2. The affected Employee will be given the option of remaining in their position with the reduced hours or assuming the position held by the least senior full time Employee.
 - 3. The Employee "bumped" from their position will be placed in the position vacated by the affected Employee.
 - 4. If, within the one-year period following the reduction the hours are restored to the original position, the Employee who changed positions under "2" above may elect to move back into their original position. The Employee currently in that position will be "bumped" to the position vacated by the move.

Article 11. Compensation and Fringe Benefits

- A. **Wage Rate Scales.** Appendix A, attached hereto, sets forth wage rates to be paid Employees as defined above, and the basis and methods of payment.
- B. **Rates for New Jobs.** When a new job classification is created, the Employer will notify the Association of the proposed classification and rate structure prior to their becoming effective. If the Association does not agree with the proposed classification and rate, they shall be subject to negotiations.
- C. **Health, Dental, and Vision Benefits.**
 - 1. Employees shall be eligible for the following health, dental, and vision benefits upon acceptance of written applications by the benefit carrier and shall be effective when the requirements established by the benefit carrier are met.
 - 2. An Employee who is eligible for the health care insurance provided by this Section shall not be entitled to receive such insurance coverage if they are eligible to receive such insurance coverage through another employer, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the

other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the Employee or the Employee's family members and so states in writing to the Board, and (2) an Employee who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

3. The Employee will be eligible for Board-paid dental care insurance only if they do not receive such dental care insurance coverage through another employer. For the appropriate coverage, the Employee shall verify in writing that they are eligible for such coverage. Written verification shall be completed at the beginning of each school year. After that time any Employee with double health or dental coverage shall reimburse the Board the cost of their health or dental coverage for the duration of such double coverage.
4. Any changes in family status shall be reported by the Employee in writing to Human Resources within thirty (30) days of such changes. The Employee shall be responsible for any overpayment of premiums by the Board on their behalf for failure to comply with this provision.
5. **Health benefits:**
 - a. The health benefit plan design shall be comparable to that offered to the LIPSA employee group.
 - b. The Board shall contribute a maximum monthly amount equivalent to the State hard caps towards health benefits for qualified employees in accordance with MCL15.563. Such amounts are subject to adjustment by the State Treasurer annually.
 - c. Board contribution will be pro-rated based upon FTE for part time employees.

6. **Dental Benefits:**

- a. Self-funded dental benefits comparable to that offered to the LIPSA employee group.
- b. The Board shall contribute a maximum monthly amount towards dental benefits for qualified employees as of July 1, 2017 in the amounts noted below:

Hours Per Week:	1.0 FTE	Less than 1.0
Single, 2 person, full family	(100% of Premium)	(80% of Premium)

7. **Vision Benefits.** The Board shall provide single subscriber vision benefits comparable to that offered to the LIPSA employee group. The Board shall contribute a maximum

monthly amount towards vision benefits for qualified employees as of July 1, 2017 in the amounts noted below:

Hours Per Week:	1.0 FTE	Less than 1.0
Single, 2 person, full family	(100% of Premium)	(80% of Premium)

D. **Worker's Compensation.** All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly. If an employee is injured by a student, said employee will not have to use their own sick time to cover days off leading up to receipt of workers' compensation benefits, if determined by administration that the employee followed proper protocol.

1. Upon notification of a worker's compensation claim due to an employee injury caused by a student, Human Resources will assemble a committee to review the incident. The committee will be composed of the LETAA chairperson, a human resources representative and a special education administration representative.

2. If the committee determines that the employee followed all proper protocols and procedures leading up to the injury, then

- a. The first 2 weeks after the occurrence will be compensated at 100% of normal compensation.
- b. If the member continues to be off work beyond 2 weeks and up to a maximum of 6 weeks, the member will be compensated at 80% of normal compensation.
- c. After 6 weeks, the member will receive worker's compensation pay only.

E. **Leave Time for Work-Related Injuries.**

- a. On the day a work-related injury occurs (including the first day lice are found on an Employee when it is also present on a student in their classroom), when authorized to leave work early to receive medical attention/treatment, an Employee will not lose pay or have to use sick/personal time for that portion of the day lost.

F. **Term Life Insurance.** The Board will pay the premium for each full time Employee for a \$20,000 term life insurance policy.

G. **Alternative Coverage.** Any Employee eligible for, but not electing, or ineligible for, health care benefits as provided for above, may elect for an amount not to exceed \$40 per month. Any

Employee eligible for, but not electing, or ineligible for, dental care benefits as provided for above, may elect for an amount not to exceed \$10 per month. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan or, if such is not possible, (2) withdraw this provision.

H. **Attendance Merit Incentive.** All employees shall be eligible annually for the incentive, according to the following:

1. An employee who uses no sick leave from the period commencing July 1 and ending January 31 shall be eligible for a three hundred (\$300) attendance merit incentive payment. An employee who experiences only one (1) occurrence during this time period shall be eligible for a one hundred (\$100) attendance merit incentive payment.
2. An employee who uses no sick leave from the period commencing February 1 and ending June 30 shall be eligible for a three hundred (\$300) attendance merit incentive payment. An employee who experiences only one (1) occurrence during this time period shall be eligible for a one hundred (\$100) attendance merit incentive payment.
3. For purposes of this Section, an occurrence of sick leave is defined as any legitimate use of a partial day, a full day or more than one (1) day, consecutively, as a result of personal or family illness.
4. In order to qualify for the merit incentive, the employee must be an employee for the entire one (1) year period.
5. An employee who has more than twenty-five (25) accumulated sick days and who uses not more than three (3) of those days, shall be eligible to have up to three (3) of their remaining days paid-out on the 1st payroll in July at seven (7) hours per day.

Article 12. Disability Benefits

A. **Short Term Disability.**

1. Active employees may elect to participate in a voluntary short-term disability plan, the premium fully paid by the employee.
2. Active employees who have opted to participate in the short-term disability plan may use available sick time to supplement the short-term disability benefit.
3. A copy of the current short-term disability plan summary can be obtained through human resources upon request.

B. Long Term Disability.

- 1) Active employees who work at least 25 hours per week on a regularly scheduled basis may elect to receive a long-term disability (LTD) benefit with a premium fully paid by the Board.
- 2) The LTD plan replaces 60% of the monthly income loss, subject to plan limitations and exclusions.
- 3) Benefit payments will be reduced by other income received or eligible to be received in accordance with the plan documents.
- 4) Employees must be disabled for 90 calendar days before the benefits may be payable.
- 5) The Employee shall be responsible for all benefit premium costs while on Long-Term Disability.

A copy of the current LTD Plan Summary can be obtained through the Employer upon request.

Article 13. Leaves of Absence

A. Authorized with Pay.

1. Sick Leave.

- a. A full-time employee shall be credited with ten (10) sick days per year. Sick leave days will be credited as follows: -five (5) days in July and five (5) days in January. Days will be prorated for part-time staff, those on unpaid leaves of absence, or those terminating during the year.
- b. All Sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to them. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year provided, however, it shall not result in exceeding the ninety (90) day maximum for sick leave accumulation.
- c. Criteria for utilization of sick leave days shall be:
 - i. Personal illness, injury or quarantine.
 - ii. Serious illness in the employee's immediate family, i.e., husband, wife, child, father or mother.
- d. The Employee shall notify their Program Supervisor using the Red Rover attendance system of their impending absence stating the nature of absence (illness) and where they may be contacted during the day. Each Employee shall give such notification at least two hours prior to their scheduled on-the-job starting time unless the circumstances of the absence do not allow such notice. When the Red Rover attendance system cannot be accessed a phone call to the Program Supervisor shall be made.

- e. The Employee may be required by the Superintendent to give a written, signed statement indicating the nature of the illness or injury for such absence when reporting to work on the first working day following their absence. The employee may also be required by the superintendent to give a written, signed statement from the employee's physician indicating the nature of the illness or injury when reporting to work on the first working day following their absence of three (3) or more working days. Failure to comply with such a request can result in the withholding of pay for such leave days.
- f. Accumulated sick leave time shall terminate upon severance of employment.

2. Mental Health Days

- a. All teacher assistants will receive one mental health day per year. For 193 and 214 day employees, the day will be granted in September, to be used during the regular school year. The day will be granted in July for the 196 day employees, to be used by June 30. No carryover of unused mental health days.

3. Personal Business.

- a. Full-time employees shall be granted three (3) days per year of Personal Business. This leave shall be used only for the purpose of conducting personal business.
- b. For approval, the request for Personal Business must be made three (3) days prior to the date being requested. Personal Business may not be used the day before or after a recognized holiday if the absence cannot be covered.
- c. School year usage: the time requested can be used in increments of one-quarter (1/4) of a day.
- d. Personal Business not used by the end of the school year will be paid to the employee on the first payroll in the next school year.

4. Vacation

- a. 214 day teacher assistants will receive 3 vacation days to use between July 1 and June 30 of each year. Vacation days will be paid out if not used by June 30, if the LETAA member did not use more sick days than the yearly allocation of 10 days. Vacation days cannot be carried over.

5. Jury Duty

- a. An Employee who is summoned and who reports for jury duty shall be

paid an amount equal to the difference between the amount of regular compensation not the daily jury fee paid by the court, not including travel allowances or reimbursement of expenses for each day on which they report for or performs such jury duty on which they would otherwise have been scheduled to work.

- b. An Employee who is subpoenaed shall be released from regular duties without loss of compensation to appear in court as a witness in any case connected with the Employee's employment or in cases to which the Agency is involved with the exception of the following: (1) cases in which the employee or the Association are opposing the Agency, and (2) any case in which the employee is a defendant and the employee is found to be liable or not acquitted.

6. Bereavement Leave.

- a. When death occurs in a Full-time employee's immediate family, (defined as spouse, parent, parent of current spouse, child, brother or sister) the Employee, upon request, will be excused for up to five (5) days. An Employee shall notify the administration of their impending absence stating the period of leave and where they can be contacted.
- b. If the funeral is scheduled at a later date (defined as more than 10 calendar days after the date of death, but less than 30 calendar days), the Employee, upon written request, can opt to defer up to two (2) of the five (5) normally scheduled working days to attend the funeral. Proof of attendance must be submitted for funerals/memorials scheduled at a later date.
- c. A full-time Employee will be excused, upon written request for three (3) days to attend the funeral upon the death of a grandparent, stepparent, stepchild or grandchild. Two (2) additional days may be granted at the discretion of the Superintendent or designee.
- d. A full-time employee, upon written request, will be excused for one (1) day, provided they attend the funeral, upon the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law.

B. Authorized - Without Pay.

- 1. **General Provisions.** The Employer may grant Employees who have met certain criteria for procedures, as outlined below, leaves of absence without pay.
 - a. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
 - b. The decision of the Employer as to whether such leave shall be granted is

final and not subject to the grievance procedure.

- c. An Employee returning on schedule from an approved leave of absence of ninety (90) days or less shall be returned to the position they held prior to the scheduled leave.
- d. Conditions. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue; Medical, Dental and Life insurances premiums shall be paid by the employee; sick leave and annual leave days shall not accrue (but unused sick leave and annual leave days held at the start of the leave shall be reinstated upon return); time spent on an unpaid leave will not be added to the Employees' seniority. No Employee on leave without pay shall receive pay for any holiday, which occurs during their leave. Requests for unpaid leaves shall be in writing to the Assistant Superintendent for Administrative Services and must have prior written approval before becoming effective.
 - i. At the termination of a leave, if an Employee does not return and/or no extension is granted, the Employee's removal and termination of employment becomes automatic.
 - ii. The Employee must notify the Board in writing of their intention to return from such leave at least thirty (30) calendar days prior to the end of such leave. Failure to comply with the notification shall constitute voluntary Employee resignation from Board employment.

2. Military Leave.

- a. Veterans. The reinstatement rights of veterans will be in accordance with applicable laws in effect on the date of this Agreement.
 - b. Veterans who are reinstated in accordance with the Uniformed Services Employment and Reemployment Act, as amended, and other applicable laws will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
 - c. Active duty and members of the National Guard/reserve will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
3. Leaves of absence for periods not to exceed one (1) year subject to renewal at the will of the Board will be granted without loss of seniority for the purpose of serving in any elected

or appointed position, public or Association, except if the person is elected to the Michigan Legislature.

4. Medical/Disability Leave.

An Employee who receives a written medical authorization to refrain from work for at least two (2) weeks (after exhaustion of sick time) due to a disability under the Americans with Disabilities Act will be placed on a medical/disability leave of absence without pay.

- a. No other contractual benefits, including seniority, shall accrue. Employees shall have the right to return to their original position within this unit if they return within ninety (90) calendar days with a written statement from the doctor allowing full resumption of job duties. Employees returning after ninety (90) calendar days shall have the right to return to an available position within this unit with a written statement from the doctor allowing full resumption of job duties.
- b. An Employee requiring an extension of the medical/disability leave beyond the first year may be placed on an additional leave for a period of up to one (1) year. The employee shall be entitled to reinstatement to the first available position for which the Employee is qualified, subject first to the provisions of this Agreement.

The Employee must notify the Board in writing of their intention to return from such leave at least thirty (30) calendar days prior to the end of such leave. Failure to comply with the notification shall constitute voluntary Employee resignation from Board employment.

- c. If the Employee does not return to work within one (1) year from the date the unpaid leave commenced, this action shall conclusively constitute the employee's resignation from employment unless the Employee has applied for an extension of the leave and the Board, in its discretion, granted the leave extension request.
- d. No Employee shall absent themselves from duty without approval of the Superintendent or designee.
- e. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.

5. Workers' Compensation Leave.

An Employee who receives a written medical authorization to refrain from work for at least two (2) weeks due to a work-related injury will be placed on a worker's compensation leave of absence without pay.

- a. Employees who are receiving weekly workers' compensation benefits as the result of a duty-incurred disability, may retain their health insurance, dental insurance, and life insurance for up to one year from the date of the injury. No other contractual benefits, except bargaining unit seniority, shall accrue. During this period, Employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.
 - b. An Employee requiring an extension of the worker's compensation leave beyond the first year will be placed on an additional leave for a period of up to one (1) year. No contractual benefits, except bargaining unit seniority, shall accrue except for salary payments as provided by worker's compensation. Health insurance, dental insurance and life insurance may be continued by the Employee on a contributory basis provided it is approved by the carrier. The Employee shall be entitled to reinstatement to the first available position for which the Employee is qualified, subject first to the provisions of this Agreement.
 - c. An Employee may make written application to the Superintendent for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.
 - d. If the Employee does not return to work within two (2) years from the date of injury leave, they shall be considered a voluntary quit unless the Employee has applied for an extension of the leave and the Board in its discretion granted the leave extension request.
 - e. No Employee shall absent themselves from duty without approval of the Superintendent or their designee.
 - f. At any time during the leave, the Superintendent may require an updated doctor's statement that the Employee may not return to work.
6. **Child Care Leave.** An employee desiring unpaid childcare leave shall submit a written request for such leave in accordance with the following provisions.
- a. Upon written request, a full time Employee who has been employed by the district for at least twelve (12) months will be granted a leave of absence without pay of up to one (1) year for the purpose of child birth and child care, including adoption or placement of a child in foster care. Such a request must be made at least four (4) weeks prior to commencement of the leave. If an Employee fails to make a timely request for such a leave, they may lose their eligibility for a Child Care Leave. Said request must include a beginning date and an ending date.

- b. If an Employee does not begin their Child Care Leave as scheduled, the Board may cancel the leave.
 - c. If an Employee does not return from a Child Care Leave as scheduled, they may be required to remain off work for the remainder of the school year semester. Employees returning on time from a Child Care Leave of 90 days or less shall be returned to the position they held prior to the leave. An Employee on a childcare leave exceeding 90 days is entitled to reinstatement to the first available position for which the employee is qualified and able to perform essential functions of the job.
 - d. An Employee who is granted a Child Care Leave may retain health care, dental care and life insurance benefits for the first twelve (12) weeks of their leave at Board expense and thereafter at their expense. No other benefits or seniority will be earned during the leave.
7. **Short-Term Leaves.** When approved by the Director, short-term leaves without pay may be granted for a maximum of five (5) contract days per year.
- a. Personal leave which could not be arranged at any other time or for which the Agency feels no responsibility.
 - b. Employees granted short-term leave shall retain their medical insurance coverage at Board expense.

Any Employee who receives a short-term leave shall be returned to the position they held prior to the scheduled leave.

Article 14. Holidays

- A. **Holidays.** Employees will be paid at regular straight-time rates for the following holidays: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and either the day before Christmas or the day after, New Year's Day and either the day before New Year's Day or the day after, Good Friday, and Memorial Day. To be eligible for pay for any given holiday, the Employee must work the scheduled working day before and the next scheduled working day after the holiday, or have administrative approval for leave time, personal business time, vacation time, attend an approved funeral, or be hospitalized.
- B. **Holiday Falling on Saturday or Sunday.** Should a holiday fall on a Saturday or Sunday, either the Friday before or the Monday after will be considered as the holiday. Actual days off for holidays will be determined by action of the Board.

Article 15. Working Conditions, Hours and Overtime

- A. Copies of LESA program calendars will be available on the LESA intranet.

- B. The regular workweek of all full-time Employees during the regular school year shall follow the calendar for that position and consist of 7 hour days, exclusive of Employee lunch periods. This provision does not constitute either a guaranteed minimum or maximum workday or workweek. Work schedules shall be established in accordance with the Calendar of Operations and the instructional calendar for the district that houses the program.
- C. Time and one-half (1-1/2) the Employee's regular straight-time hourly rate shall be paid for all required hours worked in excess of forty (40) hours in one week. All overtime hours must have prior administrative approval.
- D. An Employee who is called back to work due to some emergency after having completed his scheduled workday shall receive a minimum of three (3) hours' work or pay. This provision shall not apply to hours worked beyond a scheduled day where such hours are continuous or where the Employee has not left the premises.
- E. **Lunch Periods.** The unpaid lunch period shall be one-half (1/2) hour unless mutually agreed to otherwise.
- F. Employees shall receive one 15-minute rest break daily. Rest breaks shall be scheduled by the Employer.
- G. If the teacher is absent for a full day and a substitute teacher cannot be secured, the following process will be followed:
 - 1. A teacher assistant with a sub permit will be sought out first to cover as a substitute teacher and will be paid an additional compensation of \$50 per day.
 - 2. If a teacher assistant with a sub permit is not available, then teacher assistants in the classroom will be asked by their Supervisor to be the substitute teacher for the day, on a rotating basis, starting with the most senior Employee, with an additional compensation of \$50 for the day or prorated to \$25 for a half day.
 - 3. LETAA members qualified* for long term substitute assignments may apply for posted vacancies and may be selected at the discretion of Agency administration. While the teacher assistant is fulfilling the long-term substitute role, they will remain a member of LETAA, but will be expected to fulfill the essential job functions as stated in the posted position description. Upon completion of the long term substitute teacher role, the teacher assistant retains the right to return to their previous assignment. *Qualifications for substitute teachers are determined by MDE and may change. While fulfilling the long term substitute teacher role, the teacher assistant will be paid based upon the following:
 - a. With valid teaching certificate: BA step 1 of the LIPSA scale

- b. Without valid teaching certificate: Their daily rate plus \$75
 - c. Partial days will be prorated
- H. **Training and PPE:** Employees will receive training as needed for handling medically fragile or aggressive students in their classroom. Staff may be required to perform specialized procedures with proper training and/or wear protective clothing/equipment assigned by the Agency. If an Employee feels that the training or protective clothing/equipment is not sufficient, they may request a special conference.
- I. **Evaluation.** Employees shall be evaluated at least once annually. Any revision of the current process or instrument will be developed jointly.
- J. **Inclement Weather**
 - 1. Should inclement weather exist, every reasonable effort will be made to determine by 6:30 A.M. whether or not Agency operations will be suspended for the day.
 - 2. If an Employee is unable, or unwilling, to appear for work due to inclement weather, they will be charged for the time lost over the interval beginning at the time they would have been scheduled to begin work and ending at the time they would have finished their scheduled work. (This provision does not apply to Employees who are reasonably delayed in getting to work because of inclement weather.)
- K. **Building Closure**
 - 1. Employees are not required to report on a scheduled workday if the district or building to which they are assigned that day is closed, unless the situation outlined in #2 below applies. Pay for such days will be based on the scheduled hours for the canceled assignment. The Employer shall attempt to provide advance notice via telephone. In situations when the Employee is scheduled for professional learning outside the assigned district or building, they should still report as scheduled unless the professional learning activity is also closed/canceled. It is the Employee's responsibility to make sure their current contact information is correct and provided to the local district(s) and LESA in order to receive school closing notification. Should additional days need to be added on at the end of the year to meet MCL 388.1701 guidelines, those days will not be compensated.
 - 2. If a building or classroom is closed, but other LESA classrooms with LETAA staff are open, the following process will be followed:
 - a. The Special Education Director will contact LETAA members and ask

them to report to a different classroom/building to cover vacancies.

b. ECSE LETAA members would cover ECSE classrooms first, then could be assigned to Pathway or STEP classrooms.

c. LETAA members will be assigned to other classrooms via the seniority list. Least senior would be asked to report first.

d. If the seniority list is used more than once in a year, the Director will move up the seniority list. If there are multiple closings and the top of the seniority list is reached, the process will begin again at the bottom.

- L. **Suspensions of Operations After 6:30 A.M.:** In the event that inclement weather should cause a decision to close the Agency after 6:30 A.M., the Employer will try to notify all Employees of the decision immediately. Employees must see to it that any children in their care are returned to Teachers or Administrative Staff responsible for them before leaving work.

Article 16. Miscellaneous Provisions

- A. **Entire Agreement.** 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 Board and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. **Waiver.** 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 the understandings and agreements were arrived at by the parties after the exercise of the rights and opportunity as set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter 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 that they negotiated or signed this Agreement.
- C. **Severability.** If any provisions of this Agreement or any application of the Agreement to any Employee shall be found contrary to laws, then such provision or application 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. **Distribution of Agreement.** The Employer agrees to make available to each Employee an

electronic copy of this Agreement.

- E. **Emergency Manager.** An Emergency Financial Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

Article 17. Non-discrimination

It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, religion, national origin, disability or sex, as required by law.


Article 18. Duration of Agreement

This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until 11:59 P.M., June 30, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.


For the LETAA Association:

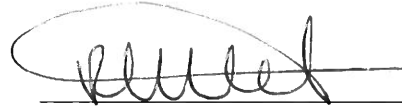

Sarah Harvey, LETAA Chairperson

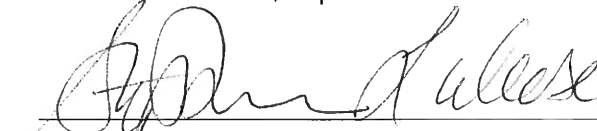

Kelly Schimeck, LETAA representative

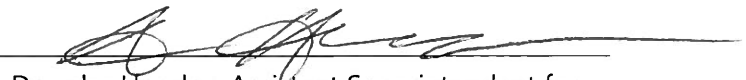

Kim Kwiatowski, LETAA representative


For the Board of Education:

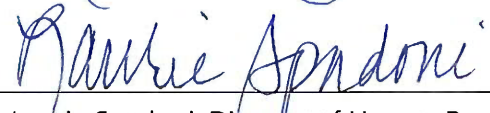

LuAnn Loy, Board President


R. Michael Hubert, Superintendent


Stephanie L. Weese, Assistant
Superintendent for Administrative Services


Douglas Haseley, Assistant Superintendent for
Special Education


Kris Resseguie, Director of Special Education


Laurie Spadoni, Director of Human Resources


Laura Walters, Finance & Budget Director

APPENDIX A – Wages

- A. Wages. Employee hourly wage rates are according to the following scale:

2023-24 TEACHER ASSISTANT WAGE			
1	2	3	4
\$18.95	\$19.90	\$20.89	\$21.94

Should the Board provide a wage increase equal to or greater than 1% for another recognized bargaining group that is not directly attributable to a concession, the wage scale shall be modified as of such date.

The Board reserves the right to modify steps 01 through 02 of the salary schedule on an annual basis to meet employment market demands.

- B. Placement of New Staff on Schedule. Upon the hire of a new employee, the Employer, at its sole discretion, will place new Employees on the salary schedule where it deems appropriate.
- C. An annual salary will be determined for each Employee based on their hourly rate, allowed holidays and scheduled overtime. If an Employee becomes ineligible for holiday pay or does not work their scheduled overtime, their pay will be adjusted accordingly.

A Teacher Assistant shall have their salary paid bi-weekly over twelve (12) months. Midyear hires can choose between being paid from a timesheet or spreading their pay over the remaining pays for the first year.

Subject to IRS rules or laws, a Teacher Assistant may request to receive the unpaid balance of their contract with the last pay of their contract year. Such a request must be made in writing to the Assistant Superintendent for Administrative Services on or before September 30 of the contract year.

- D. Increments. Salary increments will occur annually at the beginning of the contract year.
- E. Longevity. Teacher Assistants with the years of service as noted below as of June 30 of any given year will be entitled to these additional longevity payments. Any LETAA member retiring or leaving the Agency and fulfilling their entire assignment will receive their longevity paid out on their last pay.

Years of Service	Longevity Payment
5-10	\$500
11-15	\$1,000
16-20	\$1,500

21-24	\$2,000
25+	\$2,500

These payments will be paid out in September each year for the previous year. **Employee Substitutes**. Part-time employees who are approved to work during their nonscheduled time will be paid at their regular rate.

**Letter of Agreement between
Livingston Educational Service Agency (Agency) and the
Livingston Educational Teacher Assistant Association (LETAA),**

November 14, 2023

214 day position definition

This Letter of Agreement is made and entered into by and between the Agency and LETAA.

The Agency and LETAA agree that LETAA members assigned to SCI classrooms at the conclusion of the 22/23 school year would be required to work the summer segment, resulting in a 214 day position. While the intent during the negotiation process was to provide a definition for the 214 day LETAA positions, questions have arisen, indicating the need for more clarity. In response, the definitions provided below aim to address this. The Agency and LETAA agree to the following, which shall be in place for the duration of the current LETAA agreement, July 1, 2023 through June 30, 2026.

For the 2023-2024 school year, Teacher Assistants assigned to SCI classrooms as of January 12, 2024 will be required to work a 214 day schedule.


For the 2024-2025 and 2025-2026 school years, Teacher Assistants assigned to SCI classrooms as of July 1st will be required to work a 214 day schedule.

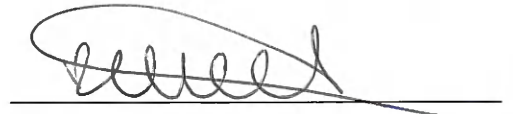
If a LETAA member would like to move to another classroom assignment, Article 6 within the LETAA agreement outlines the process to follow.

For reference, the list of SCI classrooms/staff as of November 14, 2023 is attached.

This Letter of Agreement is not to be considered as setting a precedent or establishing past practice.


Sarah Harvey, Union Chairperson


Scarlet McDowell, Union Representative


Dr. Michael Hubert, LESA Superintendent


Stephanie L. Weese, Assistant Superintendent

****This information is subject to change****

214 Day Classrooms	
	SCI-Preschool (Watkins)
Pathway	- Lisa Sibbo - Susan Eikey
	SCI- 18-26 (Cornelier)
Pathway	- Michelle Hoover - Mallary Martin - Roxan Henrickson
	SCI High School (Nikischer)
Freshman Campus	- Amanda Douglas - Amber Carry
	SCI Middle School (Snuverink)
Highlander Way	- Dustin Hill - Mary Moran
	SCI- Upper El/Middle School (Fletcher)
Pathway	- Heather Birchett - Nicole Jude - Julie Ashcraft
	SCI 18-26 (Slaga)
Pathway	- Rejeanne Vellieux - Kelly Schimeck
	SCI 18-26 (Slaga)
Pathway	- Morgan Garbacik - Scarlet McDowell - Vacancy
	One Planner position
	One Floater position