COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

LIVONIA PUBLIC SCHOOLS

AND THE

LIVONIA PARAPROFESSIONALS' ASSOCIATION (LPA)

July 1, 2025 - June 30, 2028

Purpose • Passion • Pride

LIVONIA PUBLIC SCHOOLS

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ARTICLE I - RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all full-time and regular part-time paraprofessionals employed by Livonia Public Schools, but excluding supervisors, vocational paraprofessionals, lunchroom monitors, and all other employees not included above.

ARTICLE II - DEFINITION

Section A. Whenever the term "District" is used, it shall mean the Board of Education of the Livonia Public Schools School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

Section B. Whenever the term "Association" is used, it shall mean the Livonia Paraprofessionals' Association, Michigan Education Association-National Education Association (MEA-NEA) and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

Section C. Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.

Section D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.

Section E. Whenever the term "Director" is used, it shall mean the Director in charge of Human Resources covered by this Agreement.

Section F. Whenever the term "immediate supervisor" is used, it shall mean the administrator or supervisor in charge of the work location or functional division or group. Yearly, the Association will be notified in writing the name of each employee's immediate supervisor(s).

Section G. Whenever the term "Association representative(s)" is used, it shall mean the person(s) designated by the Association to represent an individual or group of employees, including the MEA Representative.

Section H. Instructional Paraprofessional

Instructional Paraprofessional shall mean those paraprofessionals working in a classroom setting, including Title I, middle school non- special education, and Planning Room assignments.

Section I. Bi-Lingual (ELL) Paraprofessional

Bi-lingual (ELL) Paraprofessional shall mean those paraprofessionals who speak more than one language and work with a certified person in a classroom setting or tutorial setting with limited English-speaking children.

Section J. Special Education Paraprofessional

Special Education Paraprofessional shall mean those paraprofessionals who are assigned to work with special education students in the classroom.

Section K. Transportation Paraprofessional

Transportation Paraprofessional shall mean those paraprofessionals who are assigned to work with special education students during transport.

Section L. Non-Instructional Paraprofessional

Non-Instructional Paraprofessional shall mean those paraprofessionals working in building control assignments.

Section M. Media Center/Technology Paraprofessional

Media Center/Technology Paraprofessional shall mean those paraprofessionals who have media center/technology assignments.

Section N. Great Start Readiness Program - GSRP Associate Teacher

GSRP Associate Teacher shall mean those paraprofessionals who have assignments as Associate Teachers in the Great Start Readiness Program.

Section O. Great Start Readiness Program - GSRP Classroom Assistant

GSRP Classroom Assistant shall mean those paraprofessionals who have assignments as Classroom Assistants in the Great Start Readiness Program.

Section P. Full-Time Employee

Whenever the term "full-time employee" is used it shall mean those paraprofessionals who work six (6) hours or more per day.

Section Q. Seniority Employee

“Seniority Employee” shall mean an employee who has completed his/her probationary period.

Section R. Long-Term Substitute

Long-term Substitute is a person who holds a position because a bargaining unit member is on a sick leave. A long-term substitute may also fill a temporary position in the special education classification, generally for no more than the equivalent of a semester, where an IEP recommendation is pending or because of administrative need. If a long-term substitute is anticipated to be placed for longer than three (3) weeks, the Association will be notified.

Section S. Assignment

An assignment will be defined as the position an employee holds in a program, classification and bracket. An assignment can change when an employee is moved to another position in the program where he/she is assigned while maintaining his/her original classification and bracket. Assignment changes can occur when a reduction in force is necessary because of Board of Education action and employees are reassigned according to Article XIX - Reduction in Force/Recall. Employees can request a change in their assignment (voluntary transfer). An assignment change can occur within a program without an employee request. These changes will be based on the needs of the program and/or students.

Section T. Voluntary Transfer

A voluntary transfer will be when an employee requests and is moved from one classification and/or bracket to another, or from one position in a program/bracket to another position in a different program/building.

Section U. Involuntary Transfer

An involuntary transfer can be made from one position to another within the same classification and bracket when an employee has been notified that because of evaluation issues or a situation that is outside of the control of the employee, he/she needs to be involuntarily transferred to a new assignment. The employee will be notified in writing of the reason for the change prior to the involuntary transfer being made. An involuntary transfer will not create a situation where an employee will move to a lower bracket.

Section V. Obligation List

A list will be created and maintained from year to year of employees who are laid off or placed in a reduced assignment because of a reduction in force. Employees will remain on the list until he/she has been returned to his/her original bracket. Employees who refuse a recall position to his/her original classification and bracket will be removed from the list.

Section W. Crowd Control

Crowd Control shall mean extra-curricular activities requiring student supervision, that take place outside the normal workday, excluding Lunch and Bus Duty.

ARTICLE III - MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia Public School District.

B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.

C. The right to direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.

D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, the institution of new and/or improved methods of changes therein.

E. Adopt reasonable rules and regulations.

F. 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.

G. Determine the place of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights from employees as specifically provided for in this Agreement.

J. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria and not in conflict with this Agreement.

K. Nothing in this Agreement shall limit in any way the right of supervisors to perform production and

maintenance work in a training, supervisory, instructional, or emergency capacity as they have in the past.

L. Copies of the Agreement shall be presented by the employer to the Association for approval within 60 days of the Agreement being approved by the Board of Education. Upon communication of said approval to the employer, the employer shall print enough copies for each employee within 30 days. The Association will be provided the copies for distribution to all individuals holding positions identified in Article I - Recognition. In the event that something prohibits the execution of this, communication will occur between the employer and Association.

M. In the event of a strike by another representative group causing a layoff of paraprofessional personnel, an employee to be laid off will receive a written notice within a twenty-four (24) hour period.

N. If possible, the employer will provide each employee with a drawer or locker that is capable of being locked so that employees will have a safe place to store personal items.

O. Paraprofessionals will be provided with individual mailboxes at their work location and school e-mail addresses.

P. The Association shall be informed when new employees are hired. Notice shall be emailed to the MEA Representative and LPA President within 10 calendar days of the date of hire.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules and 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.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, and that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section B. Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours in accordance with building use policies. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, the School District e-mail system, and other established media of communication shall be made available to the Association and its members for the dissemination of appropriate information.

Section C. The District agrees to furnish to the Association, in response reasonable requests from time to time, information concerning the allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance.

Section D. The Association shall receive a report of all employees covered under this Agreement stating: name, place of assignment, seniority date and classification after changes in assignments have been made that will alter the number of hours an employee works along with the factors that are listed above. Upon request, a list of new hires, including contact information such as home address, phone number, email, and LPS assigned email will be provided.

Section E. When necessary to process grievances as outlined in Article XVIII, employees involved shall not lose time or pay when such meetings are scheduled during working hours. For the purpose of handling grievances as outlined in Article XVIII, the employee shall select the Association representative of their choice.

Section F. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that it shall not interfere with nor interrupt normal school operations.

Section G. The Association has a bank of eighty (80) hours per year with pay for representatives to attend conferences and workshops. Upon request, an additional twenty (20) hours may be made available. Permission for absences under this provision must be secured in advance.

ARTICLE V - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section A. Employees are expected to follow the job-related direction of the staff member to whom the paraprofessional is assigned to support, and/or his/her immediate supervisor.

Section B. When discipline or restraint of students is deemed appropriate, paraprofessionals shall follow directions established by the staff member to whom the paraprofessional is assigned to support and/or his/her immediate supervisor.

Section C. Employees who wish to leave their buildings during working hours must follow building policies.

Section D. When an employee is unable to report to work on any given day, he/she shall record the absence in the designated absence reporting system as early as possible, but no later than sixty (60) minutes prior to his/her first reporting time of the day. The employee must properly report the type of absence. In the event the employee is absent and fails to enter the absence in the designated absence reporting system, the supervisor or his/her designee will enter the absence in the system as an unpaid day.
Once an employee has reported to work, he/she must have verbal communication with a supervisor or his/her designee if said employee will be absent for any other portion of the same workday. This partial day absence must also be entered into the absence reporting system.

Transportation paraprofessionals must also complete a short electronic form in addition to the absence reporting system. The electronic form will communicate specifics about the employee's run and absence times. The form can be completed at any time but must be done no later than sixty (60) minutes prior to the employee's reporting time for which he/she will be absent.

If a transportation paraprofessional chooses to call a dispatcher instead of filling out the electronic form, they must call no later than 60 minutes prior to the employee's reporting time.

Section E. Employees recognize that excessive absenteeism (beyond the yearly allocation) or a pattern of tardiness shall be avoided whenever possible and may be grounds for disciplinary action.

Section F. An employee wishing to return to the paraprofessional unit may return at the beginning of the school year providing he/she gives notice by June 30 prior to the beginning of the school year he/she wishes to return.

An employee who wishes to return during the school year must return to a clear vacancy and must have the approval of the Director(s) of Human Resources.

Section G. Employees will be notified of complaints against them if the complaints are to be placed in the personnel file. The employee shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The employee shall have the opportunity of having a written answer to the complaint filed with the complaint, provided such answer shall be filed within thirty (30) days.

Section H. Each employee shall have the right, upon request, to review his/her own personnel file maintained on that employee by the Livonia Public Schools Human Resources office. A representative of the Association may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

Section I. Uniform allowance will be provided for transportation and other paraprofessionals as approved by the District.

The District shall continue its practice of providing each employee as described above with a uniform allowance. The uniform allowance shall be $325. This allowance is to be used by the employee to purchase pants, shirts, shoes, jackets, etc., according to the needs of the particular department. The allowance shall be paid by October 1 of each year. Appropriate uniforms must be worn at all times.

In the event the district decides to initiate a vendor system for the purchase of uniform apparel, transportation paraprofessionals will be required to utilize the District plan to purchase clothing.

Section J. Responsibilities Beyond the Workday

1. Employees may be asked to participate, outside the normal workday, in staff meetings. Reasonable advance notice shall be given for required meetings. The curriculum meetings, department meetings, IEP meetings, evaluation meetings, parent conferences, student activities, field trips, open house, and other activities must be approved and deemed necessary by the building supervisor. If participation is required, employees will be given reasonable notice (at least 72 hours) and shall be compensated for their attendance.

2. Employees who work less than full time will not be required to attend additional staff meetings after their workday.

3. Required staff meetings should cover topics/areas that are directly related to the job responsibilities of the paraprofessional.

Section K. Support for Handling Students with Medically Related Needs

1. The District's administrative or teaching staff and/or other appointed professionals will be responsible for providing paraprofessionals timely and necessary instruction and training to render services, including first aid, to students with medically related needs.

2. If such training is done after the workday, the paraprofessional will be compensated at their hourly rate and reasonable advance notice will be given.

3. Employees shall be informed and given applicable training concerning the appropriate school policy and laws regarding the administering of first aid and dispensing medicine.

Section L. Paraprofessional Advisory

In buildings where multiple (more than three (3)) paraprofessionals are assigned, representatives from the paraprofessionals assigned to a building may meet periodically with his/her building administrator to discuss areas of concern.

ARTICLE VI - SENIORITY

Section A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. A new member's seniority date shall be established when he/she successfully completes the probationary period and shall reflect the first day of employment as a regular employee in the unit.

Section B. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Section C. An employee shall be terminated and lose his/her seniority rights if he/she:

1. quits;
2. is discharged;
3. is laid off for a period equal to his/her seniority or three (3) years whichever is greater;
4. fails to accept recall to a suitable position or fails to report to work at the designated time and place ten (10) calendar days after recall. All recall notices shall be sent to the address of record in the Human Resources Department by certified mail;
5. retires;
6. fails to return from an authorized leave of absence, without permission or a reasonable excuse at designated time for the leave termination;
7. is absent for ten (10) consecutive days without a reasonable excuse acceptable to the District;
8. is absent for 3 days with no communication of any kind, commonly referred to as “no call/no show.”

Section D. It shall be the responsibility of each employee to notify the employer of any change of address or telephone number.

The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

Section E. Seniority dates in effect at the time this Master Agreement goes into effect shall be permanent. All seniority employees shall accrue seniority on a continuous basis.

Section F. Any leaves granted shall accrue seniority.

ARTICLE VII - GENERAL QUALIFACTIONS

Section A. The District agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the activities of the Association or any other Union.

Section B. The District will not aid, promote, or finance any group or organization which purports to engage in collective bargaining, or make any agreements with any such group or organization for the purpose of undermining the Association.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section A. Rules and regulations governing conduct and performance of employees shall be reasonable. No employee shall be disciplined without just cause.

Section B. Employees involved in disciplinary proceedings will be notified in advance and have the right to have an Association representative present. When a request for representation is made, the parties will work together to schedule the meeting as soon as reasonably possible.

Section C. An employee shall have the right to appeal through the grievance procedure.

Section D. Demotion or discharge of any employee is subject to the grievance procedure beginning at Step three (3).

Section E. The responsibility for discipline of any employee shall lie with the Director(s) of Human Resources or his/her designated representative. He/she shall notify the Association in advance of his action except in unusual circumstances. No paraprofessional shall be disciplined or discharged without due process.

ARTICLE IX - HOLIDAY LEAVE

Section A. Employees are entitled to the following paid holidays at their daily rate:

Independence Day*	**Christmas Day**
Labor Day	**New Year's Eve Day**
Wednesday Before Thanksgiving**	**New Year's Day**
Thanksgiving Day	**MLK Jr. Day**
Day After Thanksgiving	**Good Friday**
Christmas Eve Day	**Memorial Day**

* Shall include summer school employees and transportation paraprofessionals who are regular employees during the school year.

* Less than twelve-month employees who continue in their classification beyond their regular work year may qualify for holiday pay for Independence Day or Labor Day subject to the provisions in this Article.

** In years when this day is not designated as a day off on the school calendar, the parties will meet to determine the additional day in the school year that will be the additional designated holiday.

Section B. Employees are required to work their scheduled hours on the last scheduled workday before and the first scheduled workday after the aforementioned holidays or be on approved paid leave of absence to benefit from this Section. *Employees who do not work a five (5) day schedule will have holiday pay prorated. For example, a person works four (4) seven (7) hour days a week, 28 hours ÷ 5 = 5.6 hours per day used to pay for a holiday.

Section C. When a paid holiday falls on a Saturday or Sunday, it shall be observed as a paid holiday in conformance with the school calendar.

ARTICLE X - VACATION SCHEDULE

Section A. Employees shall be granted a vacation with pay computed as of September 15 each year as follows:

Completion of Service to the District		**Less than 12-Month Employees**
1-12 months	1 day per each month worked	
1-4 years of service	12 days	(11)
5 years of service	13 days	(12)
6 years of service	14 days	(13)
7 years of service	15 days	(14)
10 years service/over	20 days	(18)

Amounts in parentheses illustrate the correct number of days.

Section B. These days will be paid days and not taken as time off work unless the employee chooses to use vacation time in order to fulfill the long-term disability qualifying period. Days will be paid during the Winter (December) and Spring (Easter) vacation periods and other days when the paraprofessional is not scheduled to work. Vacation days can be used on days designated as professional development, with the exception of days designated as mandatory professional development days. Holidays as designated in Article X - Holiday Leave, falling within the vacation period shall not be counted as vacation days. Paraprofessionals will elect which non-student days during the school year, he/she chooses to designate as vacation day(s). All unused vacation credit shall be paid at the end of the school year unless the employee chooses to have the unused vacation time rolled over to his/her sick leave bank to a maximum of seventy (70) days. This request must be made by the employee in writing by May 15th of each school year. Paid vacation shall be considered time worked. Days will be prorated for anyone who does not work a full year. *Employees who do not work a five (5) day schedule will have vacation pay

prorated. For example, a person works four (4) seven (7) hour days a week, 28 hours ÷ 5 = 5.6 hours per day used to pay for a vacation day. If the employee does not finish his/her year of employment, the used, unearned vacation days shall be deducted from the final paycheck.

Section C. Employees who work beyond the regular school year will receive vacation credit for each two (2) weeks or ten (10) days worked based upon the service credit computation in Section A. above. See example below:

2 weeks or ten (10) days = one-half (1/2) day
4 weeks or twenty (20) days = one full (1) day
6 weeks or thirty (30) days = one and one-half (1-1/2) days, etc.

Section D. Transportation paraprofessionals who work their scheduled ECP Friday noon runs during the school year will receive additional vacation time added to their current vacation leave bank. This applies to regularly assigned runs and not substitutes.

The amount of vacation time each transportation paraprofessional will receive shall be determined by the number of ECP Fridays scheduled for each school year and based on the following formula:

1-12 ECP Fridays = 1/2 vacation day
13-26 ECP Fridays = 1 full vacation day

ARTICLE XI - EMPLOYEE ABSENCES AND LEAVES

Section A. Sick Leave

1. Each school year sick leave days shall be earned at the rate of one (1) day for each four (4) weeks worked; generally, ten (10) days for a full school year. *Employees who do not work a five (5) day schedule will have sick pay prorated. For example, a person works four (4) seven (7) hour days a week, 28 hours ÷ 5 = 5.6 hours per day used to pay for a sick day.

2. New employees shall be entitled to three (3) days sick leave on the first day of employment. After a three (3) month period, a new employee may be granted the balance of his/her sick leave for that year.

3. If the new employee does not finish his/her year of employment, the used, unearned sick leave shall be deducted from the final paycheck.

4. An employee's unused sick leave days, at the end of each year, shall be allowed to accumulate for use in future years.

5. Employees shall be given an accounting of accumulated sick leave each September.

6. Unused sick leave days shall be maintained in each employee's bank but shall not accrue during any unpaid leave of absence.

7. Up to ten (10) of the above days may be used for family illness. Family shall be defined as spouse, child, or parent. (See also Section B for extended family medical leave.)

8. For any absence which exceeds three (3) consecutive school days, or in the event there are questionable absences on the part of an individual paraprofessional, the paraprofessional shall, upon request, provide the office of the Director(s) of Human Resources with written certification substantiating the need for such absence. Such certification may be requested from a qualified health care professional.

9. Employees recognize that excessive absenteeism (beyond the yearly allocation) or a pattern of tardiness shall be avoided whenever possible and may be grounds for disciplinary action.

Section B. Medical Leave Options (Definitions)

A medical leave of absence should be requested when an employee needs to be off work for more than five workdays due to their own illness, or that of an immediate family member. Immediate family member shall be defined as father, mother, spouse*, son, daughter, or other persons in similar relation to the family household.

The employee's hours worked and previous leave history in the 12 months preceding the leave may determine which type of the following leaves apply.

1. **Family Medical Leave (FMLA)** - Employees who qualify according to the provisions of the Family Medical Leave Act (FMLA) will maintain their current level of health insurance coverage, under the same terms as if they were actively working, for the length of the leave (up to 60 workdays) and will have his/her position held until the employee returns from leave. Earned sick days must be used, followed by earned vacation days, and then earned personal business days, before any part of the leave is unpaid. If disability benefits will be used during the leave, the use of earned sick, vacation, and personal business days will end once the elimination period for short and/or long-term disability insurance benefits has been satisfied. See section C for more specific details.

   * For FMLA leaves, spouse is defined by U.S. Department of Labor FMLA Final Rule.

2. **Medical Leave of Absence** - Employees who do not qualify for Family Medical Leave (FMLA) would fall under this type of leave when the leave is for their own personal illness. The maximum duration of the leave will be 90 calendar days (equal to the elimination period for long term disability benefits). The employee will maintain his/her current level of health insurance coverage, under the same terms as if he/she was actively working, for the length of the leave. Earned sick days must be used, followed by earned vacation days, and then earned personal business days, before any part of the leave is unpaid. If disability benefits will be used during the leave, the use of earned sick, vacation, and personal business days will end once the elimination period for short and/or long-term disability insurance benefits has been satisfied.

3. **Extended Medical Leave of Absence** - An employee may be granted an extended medical leave of absence, WITHOUT PAY, due to personal illness, or the illness of an immediate family member.

   - For the employee who needs to remain off work due to his/her own illness:
     - The employee should request this leave:
       - When leave days under FMLA leave are exhausted, or
       - At the end of the 90 calendar days of a Medical Leave of Absence (that doesn't qualify for FMLA).
     - The employee will maintain his/her current level of health insurance coverage, under the same terms as if he/she was actively working, for up to one year from the start of long-term disability benefits (or last paid sick day if the employee does not qualify for long-term disability benefits).
     - Duration of leave is up to one (1) year, though a second year of leave may be requested if not sufficiently recovered within the first year.
     - Upon return to work, the employee must complete one full year of service according to the employee's individual contract, before the employee would be eligible for the year coverage of health insurance while on a leave. This does not preclude the employee from using his/her accumulated leave days (sick or personal) and/or vacation day(s).

   - For extended leave time to care for a sick immediate family member:
     - The employee should request this leave:
       - When leave days under FMLA leave are exhausted, or

        - If he/she doesn't qualify for FMLA, when they have exhausted the 10 sick days he/she is permitted to use for immediate family illness.
    - The employee will maintain his/her current level of health insurance coverage, under the same terms as if he/she was actively working, for up to one year from the start of this leave.
    - The maximum duration for this leave is one (1) year.
    - Upon return to work, the employee must complete one full year of service according to the employee's individual contract, before the employee would be eligible for the year coverage of health insurance while on a leave. This does not preclude the employee from using his/her accumulated leave days (sick or personal) and/or vacation day(s). See Section D for more details.

For each of the leaves listed above:

- A written request for leave should be submitted to the Director(s) of Human Resources.
- Medical documentation supporting your need to be off work will be required.
- Additional paperwork will be required for FMLA leaves and claims for disability benefits.

For each of the leaves above, when the leave time is needed for the employee's own illness, the employee may file a claim for applicable short and/or long-term disability benefits if he/she is enrolled in such benefits.

Short-Term Disability - This is a voluntary program for employees who enroll during the yearly open enrollment period. Qualifying participants will be able to apply for short term disability benefits for their own non-work-related injury or illness. Short term disability benefits may be subject to a 14-calendar day elimination period for an illness that does not require in-patient hospitalization. Employees will also have the option of using portions of their earned sick days with short term disability benefits, not to exceed 100 percent of the employee's pre-disability earnings. These prorated sick days may be used over any regular workdays. If prorated sick days are not used, or if they are depleted before the 90-day benefit period ends, short term disability benefits will be as described in Appendix F. When applicable, short term disability benefits can be used in combination with Family Medical Leaves (FMLA) and a Medical Leave of Absence.

IMPORTANT: A claim for short term disability benefits should be filed as soon as the employee is, or anticipates, being disabled. Benefits are always payable from the date of disability forward (less any elimination period), for up to 90 calendar days, for as long he/she continues to meet the definition of disabled. Therefore, the maximum short term disability benefit period may end before the employee exhausts his/her FMLA leave days, since FMLA leave days only apply to the employee's regularly scheduled (10 month) workdays. See Appendix F for specific details.

Long-Term Disability - Long-term disability coverage is provided by the District for qualifying employees. There is a 90-calendar day elimination period before long term disability benefits may be payable. This 90-calendar day period is counted from the date of disability, which may be different than the employee's first day off work. Since disability benefits apply to all calendar days and FMLA only applies to workdays, in some cases (such as leaves that begin in the Spring and continue into the Fall), the employee may begin long term disability benefits before FMLA days are exhausted.

Employees will also have the option of using portions of their earned sick days with long term disability benefits, not to exceed 100 percent of the employee's pre-disability earnings, but only for the first year of long-term disability benefits. These prorated sick days may be used over any regular workdays. After the one year period or when the sick days are depleted, long term disability benefits will be as described in Appendix G. If the sick days are not used in addition to the long-term disability benefits, the long-term disability benefit will be as described in Appendix G.

When applicable, long term disability benefits can be used in combination with Family Medical Leaves (FMLA), Medical Leaves of Absence, and Extended Medical Leaves of Absence.

IMPORTANT: The standard review period for a claim for long term disability benefits is 30-45 business days. Therefore, a claim for long term disability benefits should be filed once an employee has been disabled for 30 or more days, if the disability is expected to last for three or more months. If the employee is receiving short term disability benefits, the carrier will automatically review the claim for long term disability benefits, when applicable. In this case, the employee does not need to submit a new claim for long term disability benefits.

Section C. Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the District will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;

2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,

4. The employee is unable to perform the essential job functions because of a serious health condition.

As of February 2008, an employee who is the spouse, son, daughter, parent or the next of kin of a covered service member can take up to 26 weeks of FMLA leave during a single twelve (12) month period to care for the injured service member. The same eligibility requirement applies for employees requesting a leave under this category. Regulations as established by the Department of Labor will be followed when granting leaves under this provision.

FMLA leaves are only available to employees who have been employed by the District for at least twelve (12) months and have worked 1,080 hours during the previous twelve (12) month period. Full time employees who are scheduled to work six or more hours will qualify for FMLA whether or not the 1,080 hours as indicated above are met. Subsequent FMLA leaves would require that the employee complete the required 1,080 hours of work during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

An employee requesting a FMLA leave must provide the Assistant Superintendent of Human Resources at least thirty (30) days advance notice of when the leave is to begin. If such notice is not feasible, then notice is to be provided as soon as possible.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment and must be concluded within twelve (12) months of the date of birth or placement. Employees granted such leave must utilize accumulated vacation days, accumulated personal business days, and sick days after which time the leave is unpaid.

When a leave denoted as (3) above is granted, the employee must utilize accumulated sick leave time, accumulated vacation days, and accumulated personal business days, after which time the leave is unpaid.

When a leave denoted as (4) above is granted, the employee must utilize accumulated sick leave days and

accumulated personal business days, along with accumulated vacation days, after which time the leave is unpaid. Employees who have purchased the short-term disability coverage may use the coverage when his/her annual sick leave days are exhausted and/or in order to reach the qualifying period for long term disability.

Employees who are expecting to need long term disability and who have purchased short term disability may also use portions of unused sick time to supplement the short-term disability coverage during the long-term disability qualifying period.

Leaves designated as (3) or (4) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The District reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the District concerning any information within the medical certification.

When a FMLA leave designated as (1) or (2) above is granted to spouses who are both employed by the District, the total amount of time on leave (in total for both employees) cannot exceed twelve (12) weeks of FMLA time.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The District may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the District.

The District will continue to provide an employee's medical, optical and dental insurance while he/she is on a FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on a FMLA leave shall not engage in any outside or supplemental employment.

The District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and

2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

If the employee has not satisfactorily completed the probationary period at the commencement of a FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

Section D. Return from Medical Leaves of Absence

1. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in a job as close as possible to the one held when leave began. The District reserves the right to have an employee examined by his/her own physician before his/her return to work. This shall be at the expense of the Board of Education. In some cases, the services of a mutually agreed upon third physician may have to be secured.

2. A person returning from medical leave has priority (including seniority) over a person who takes a personal leave. When two (2) persons are on medical leave and wish to return, the person with the most seniority will be placed first. The employee returning from an extended medical leave will be placed in the first available vacancy. If no vacancy exists, the bumping procedures will be implemented per Article XVIII, Section B and D.

3. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.

4. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the employee stayed on leave. The seniority date of the employee will not be affected.

Section E. Personal Leave

1. An employee who has been employed for one (1) year or more may be granted up to one (1) year leave of absence, without pay or fringe benefits, due to personal reasons.

2. Written application for such leave shall be made by the employee to the Director(s) of Human Resources two (2) calendar weeks prior to the leave-taking, except in cases of emergency nature.

3. Leave of absence for personal reasons may be extended to a maximum of two (2) years.

4. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.

5. A person on a personal leave may request to return before the leave has ended. The person shall be placed in the first open vacancy for which he/she is qualified and has the seniority.

6. An employee requesting return from a personal leave shall be placed in the first vacancy at his/her classification for which he/she is qualified so long as there is no one on layoff with more seniority. If there is no vacancy, the paraprofessional requesting return from leave must wait until the following school year. At that time, the rights to an assignment will be in accord with provisions of layoff and recall in Article XVIII.

7. Requests to return from Personal Leave shall be submitted to the Human Resources Office by June 1, of the year the leave is to end.

8. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the employee stayed on leave. The seniority date of the employee will not be affected.

9. An employee may not take a personal leave for the purpose of taking another job.

Section F. Other Leaves (Jury Duty)

An employee shall be excused from his/her regular duties for jury duty, or the attendance at court pursuant to a subpoena in a work connected civil or criminal case provided he/she is a non-party witness or a defendant. He/she shall be paid the difference between his/her regular rate and such amount as he/she may receive as a juror or for witness fees.

Section G. Personal Business

1. Two (2) days per year from the employee's leave bank may be used as personal business days at any time, for any reason, except immediately prior to or immediately following any recess period lasting five (5) school days or longer. Additionally, district-wide, paraprofessionals (as a group) will be limited to taking no more than 25 personal business days on any date.

2. Employees are permitted two (2) days per year for personal business. If unused, the personal business days shall be added to the individual's sick bank.

3. Employees are permitted to use their personal business days for official religious holidays, provided notice is given in advance.

Section H. Bereavement

Three (3) days leave with pay will be granted for death in the family without deduction from sick/personal days. Upon request, up to two (2) additional days will be granted with pay. Family shall be defined as: mother, father, sister, brother, husband, wife, domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any person in loco parentis, members of blended families, or other persons in a similar relationship to the family household. Additional time for death in the family due to extenuating circumstances may be taken from annual leave days as established in this Agreement. An employee may also request one bereavement day to attend the funeral of a close personal friend.

Section I. Returning from Unpaid Leave

The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the employee stayed on leave. The seniority date of the employee will not be affected.

Section J. Military Leave - Long-Term (greater than thirty (30) days)

A military leave of absence without pay shall be granted to employees who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. The Board reserves the right to give increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained but shall not accrue during military leave.

Section K. Military Leave - Short-Term (up to thirty (30) days)

An employee called during the school year for National Guard or Reserve Duty necessary to the national security as shown by proper authority, shall be granted special leave for this purpose and shall be compensated for the difference between the employee's pay received for the performance of such duty, if any, up to the end of the contract year. Special leave shall not be deducted for either sick leave or personal business leave.

ARTICLE XII - INSURANCE

Section A. Qualifications

To qualify for benefits, the following provisions apply:

1. Effective January 1, 2023, paraprofessionals working thirty (30) hours or more per week will qualify for full family health insurance coverage. Paraprofessionals working twenty (20) hours or more but less than thirty (30) hours per week will qualify for single coverage health insurance. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions. This provision will not apply to employees who are laid off and recalled to employment with the District prior to the implementation of this language. Laid off employees would return to the same level of coverage that the employee received prior to being laid off.

2. Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.

Section B. Insurance Protection - Cash In Lieu

Cash In Lieu of Medical Insurance may be available to any employee who qualifies for health insurance and who chooses to opt out of medical healthcare as outlined in Article XII below. If the employee meets the cash in lieu participation requirements, he/ she will earn compensation of $208.33 for each full month in the period from July 1 to June 30 in which the employee is not covered by the District health insurance plan. This earned compensation, less applicable deductions, will be paid on the 21st pay day of the school year. The employee will not be eligible for this payment in any month in which he/she is covered on the health insurance provided through the school district as a spouse or dependent of another employee in the school district. If after choosing to opt out of District medical healthcare the status of the employee changes, he/she may re-enroll in the District healthcare program and not receive the cash in lieu payment.

Section C. Coverage

The District shall pay the premiums to provide hospitalization, major medical, long-term disability, and life insurance for eligible employees and their dependents as defined under approved District policy and as defined in this agreement. The medical coverage provided shall be the employee's choice of MESSA plans mutually agreed upon between the Association and the BOARD. This coverage is subject to the terms and conditions of this agreement and between the District and the carrier.

The District may take any actions in compliance with PA 152 or the ACA, and payroll deductions are authorized for this purpose. Regarding the implementation of this section, the parties agree to meet to verify insurance increases and the liability to each party.

Section D.

1. Beginning January 1, 2021, and each January thereafter, the District's yearly contribution to all plans will be the maximum allowed by the state under PA 152 (the hard cap) or the total cost of the premium, whichever is less. The District shall contribute toward the payment of the monthly premium for the MESSA plan outlined above. The employees will pay the balance of the premium for each month they are insured on a pre-tax basis, deducted from twenty (20) pays.

2. Long Term Disability Insurance coverage as defined in Appendix G.

3. Life insurance $40,000.

4. If qualified to receive family coverage, dependent life insurance ($5,000 spouse, $2,500 child).

5. Three plan options will be available each open enrollment period of the contract beginning in the fall of 2022.

Section E. Dental Plan

The District will provide coverage under the dental care package which includes Class I, II, III and Class IV benefits for eligible employee and dependents, including a spouse and children to the end of the calendar year in which the child turns 26 years of age. This plan will provide a benefit level of 80% on Class I, Class II, Class III, and Class IV services.

Benefits are defined as follows:

1. **Class I** - Basic Diagnostic and Preventive Services to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), and sealants (under the age of 19).

2. **Class II** - Basic Restorations, Endodontics, Periodontics, Prosthodontic Maintenance and Oral Surgery to include fillings, root canal treatment, routine extractions, denture adjustments, occlusal bite guards, and periodontal scaling and root planning.

3. **Class III** - Major Restorations, Dentures and Bridge- work to include crowns (age 12 or older), removable dentures, and bridges. Endosteal implants are covered once per tooth in a member lifetime when the implant is for teeth numbered 2 through 15 and 18 through 31, providing the member is age 16 or older and is covered at the time of the actual implant placement.

4. **Class IV** - Orthodontic Services to include treatment for tooth guided appliances or treatment to control harmful habits, cephalometric film and diagnostic photos. The total payable for all expenses incurred for Orthodontic Services for a dependent under 19 shall not exceed a lifetime limit of $800.

Section F. Vision Care Plan

EyeMed insurance coverage will be defined and added as Appendix E.

Section G. Employees shall have the right to increase their insurance coverage by personal contribution through payroll deduction. This includes the ability for employees to purchase during an open enrollment period a voluntary short term disability benefit plan as described in Appendix F.

Section H. Written application of insurance coverage must be filed by the new employee within thirty (30) calendar days of employment or within thirty (30) calendar days of eligibility. Changes in existing coverage for current employees may be made yearly during the District's annual open enrollment period.

Section I. Employee Deferred Compensation

All employee deferred compensation plans approved by the District shall be made available to employees.

ARTICLE XIII - FILLING VACANCIES

Section A. A vacancy is defined as a position which the District declares it will fill. If the District decides not to fill the position, the Association shall be notified within five (5) working days.

Section B. Job postings shall state classification duties, qualifications, hours, length of work year. All vacancies or new position(s) shall be posted for at least five (5) working days prior to having the position filled.

1. Paraprofessional job postings shall be handled and displayed in the same manner as other employee job postings. Employees shall be informed as to the procedure in each building.
2. Any paraprofessional vacancies which become known after the school year ends shall be posted on the District Web site and e-mailed to any employee who has requested a posting, is on the Obligation List or has requested a transfer. Copies shall be sent to the Association Office and President.

3. Current employees must apply for any posted position for which he/she is interested by using the online application system.

Section C. The Director(s) of Human Resources shall have the final authority to assign all classified personnel after policies listed above have been followed.

Section D. No positions will be posted until the layoff and bumping procedures in Article XIX are concluded.

Section E. If an employee applies for a vacancy in a lower hour bracket and gets the assignment, the employee assumes that "part-time" status and has no rights to bump to a higher job bracket. To again increase one's hours, the employee would have to apply for a transfer or a vacancy. When an employee's hours are reduced because of the layoff process, the employee has full rights of recall as outlined in Article XIX.

Section F. An employee shall not lose seniority when they move (transfer or apply for vacancy and receive the position) from one classification to the other.

Section G. The applicant selected under this Article shall be subject to a trial period of up to sixty (60) workdays to prove his/ her ability to do the job.

1. An employee who determines he/she cannot do the job shall be returned to his/her old job if it has not been filled. The posting period is a minimum of five days.

2. If the District determines that the employee cannot do the job, and the employee's old job has been filled, the District shall make an effort to place the employee in a vacancy as close to the bracket as possible from the position the employee was holding prior to the move. If no vacancy is available, the employee may be laid off or involuntarily transferred. The employee, if laid off, may exercise his/her bumping rights, contained in Article XIX, at the beginning of the next school year.

Section H. Voluntary Transfer

A voluntary transfer is:

1. a move from one position to another, within a classification and "bracket;"

2. a move from one classification and/or bracket to another;

3. or, a move from one position in a program/bracket to another position in a different program/building.

Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time to the Director(s) of Human Resources. A new list shall be started on March 15 each year. The old list shall be discarded. An employee may withdraw a transfer request prior to any announcement that he/she has been transferred.

In the event an opportunity occurs for transfers because of a resignation, retirement, promotion, multiple transfer requests, etc., the Director(s) of Human Resources will consider the voluntary transfer request(s) and the need for any involuntary transfers prior to filling a vacancy from the Layoff List or posting a vacancy. Factors to be considered shall include but not be limited to continuity of assignment from one year to the next, experience and background, qualifications, and needs of the program/assignment, as well as seniority.

A vacancy need not be available to transfer employees who have voluntary transfer requests on file. Multiple job transfers may be made with or without a vacancy being a part of any transfer. If a transfer is implemented and a vacancy is utilized during the move (s), the resulting vacancy that occurs because of the transfer(s) shall be posted unless employees from the classification where the vacancy exists remain on the Obligation List. In this case, the position will be filled by a laid off employee from the Obligation List.

The decision of the Director(s) of Human Resources to fill or not fill the vacancy with either a voluntary or involuntary transfer shall be final. Any resulting vacancy shall be posted or filled from the layoff list, whichever is appropriate. Transferred employees shall be subject to a trial period of up to sixty (60) days of work to prove ability to do the job provided. In the event the employee is unable to satisfactorily perform the job, Section G shall apply.

Section I. Involuntary Transfers

1. An employee may be involuntarily transferred from one position to another within the same classification and bracket due to his/her inability to satisfactorily perform the duties required by a position. In such a case, written evidence of inability shall be required as proof. An employee may also receive an involuntary transfer because of a situation that is outside the control of the employee or in order to facilitate another necessary involuntary transfer. When possible three

(3) days written notification will be provided. An involuntary transfer will not create a situation where an employee will move to a lower bracket or different classification.

2. Paraprofessionals being involuntarily transferred will be provided with forty-eight (48) hours (two (2) working days) notice, unless emergency circumstances require earlier movement to provide support for students in need. In such emergency situations, paraprofessionals will be provided with twenty-four (24) hours' notice. The Association will also be notified of all involuntary transfers. In the event that the transfer of the paraprofessional results in a different start or end time for their workday, the District will make every effort to flex the paraprofessional's new schedule for up to ten (10) work days. Flexibility in the work schedule may include flexing lunch and break times to the beginning or the end of day.

Section J. Transfers (both voluntary and involuntary) to a new job in the unit shall be to the same pay level (bracket) as the person presently holds.

ARTICLE XIV - CREATION OF NEW POSITIONS

When a new job is created, the District and the Association will meet to determine the job description, classification and rate structure for the new position. If the parties are unable to resolve the pay rate then the District shall establish a rate and post the position and fill the position according to contract. The Association may within ten (10) working days following the meeting file a grievance at Step Three of the grievance procedure.

ARTICLE XV - WORKING CONDITIONS

Section A. Control of Students

1. A paraprofessional who is performing his/her duties in a responsible way in compliance with the law and in compliance with the policies and regulations of the Board of Education shall receive the support of the Administration in the maintenance and control of students.

2. Throughout their workday, employees will assume an active role in supervising students.

3. Employees will be expected to remain on duty as long as needed in the event of an emergency situation as determined by the administrator or his/her designee. The employee will be paid their hourly rate or appropriate rate (whichever is higher) for all emergency duty. Time spent past forty (40) hours in emergency situations will be paid at time and one half.

Section B. Paraprofessionals will not be required to pay for admission costs or related expenses when required to attend field trips as part of their job responsibilities.

Section C. Except in an emergency situation, only Transportation paraprofessionals will be responsible to assist students on or off buses with or without their wheelchair.

Section D. Teacher and Paraprofessional Absences

In the event a paraprofessional is assigned to "cover" a classroom during a teacher absence and no substitute is present, the para- professional shall be paid, in addition to his/her regular rate of pay, an additional sixty dollars ($60) for a full day, or thirty ($30) for one-half (1/2) day.

When the teacher of record is not in the classroom for more than 45 minutes, the paraprofessional will be paid in addition to his/her regular rate of pay, an additional sixty dollars ($60) for a full day, (after 3-3/4 hours) or thirty ($30) for more than 45 minutes of one-half (1/2) day. Paraprofessionals who cover classes for less than 45 minutes will not receive additional compensation. When a teacher returns briefly to "check in" and leaves again prior to the minutes/hours guidelines as listed above, the paraprofessional(s) will get the additional money due as designated above, as if the teacher never returned.

When more than one paraprofessional is assigned to a classroom and one of them is absent and no paraprofessional substitute is present, the paraprofessional remaining in the classroom shall be paid, in addition to his/her regular rate of pay, an additional forty dollars ($40) for a full day, or twenty ($20) for one-half day.

Paraprofessionals assigned full time as a one-on-one paraprofessional to a special needs student will not be used for classroom coverage for either a teacher or a paraprofessional.

When more than one paraprofessional is covering the classroom in a situation as described above, the additional forty dollars ($40) or sixty dollars ($60) will be split, and/or rotated between the paraprofessionals assigned to the classroom.

If, in a building there are two teachers out and only one teacher substitute can be provided, the paraprofessional who receives the sixty dollars ($60) stipend will be rotated whenever possible.

Section E. Drug and Alcohol Testing

The Board of Education, based on reasonable suspicion that a paraprofessional's job performance is adversely affected by drug and/or alcohol usage will notify the employee and the Association of its concerns orally, (with written follow up) and of the circumstances/conditions that support the reasonable suspicion. The District will work cooperatively with the Association, and the paraprofessional, to solve problems which might be identified.
The paraprofessional may be required by the District, based on reasonable suspicion, to submit to a drug/alcohol assessment, including but not limited to testing, conducted by a certified practitioner of the District's choice. Should such assessment be negative, no further action would be necessary unless reasonable suspicion is again demonstrated. A positive assessment may be grounds for discipline. If applicable, the paraprofessional will agree to participate in a patient treatment program, if recommended by medical or other qualified personnel.

A positive test for THC is not, in and of itself, sufficient evidence to confirm reasonable suspicion of an employee being under the influence of marijuana. Therefore, a test for THC shall not be used for this purpose until such time as a reliable test is available. The District is not prohibited from using other factors to support the suspicion of an employee being under the influence of marijuana and assigning discipline. At such time as when a reliable test is available, the District and Association will enter into a Letter of Understanding or new provision in the collective bargaining agreement, whichever is more timely, to address this issue.

Section F. In the event that a paraprofessional is injured by a student intentionally or otherwise, it will be promptly reported to the building administrator. Time lost by a paraprofessional as a result of an assault or any other injury caused by direct physical action of a student and supported with medical documentation, will not be charged against the paraprofessional's sick leave or any other leave earned by the paraprofessional. The aforementioned may be waived at the discretion of the Board if the paraprofessional fails to promptly report the incident to the building/program administrator.

ARTICLE XVI - INCLEMENT WEATHER

Nothing in this Article shall require the District to keep schools open in the event of severe inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb, and safety of the District's paraprofessionals. In those instances when it is judged appropriate not to operate the District's buses because of severe inclement weather, the schools shall be closed and paraprofessionals shall not be required to report for duty, unless specifically requested.

There shall be no deduction in pay for those employees not required to work. If the state requires the District to reschedule the day, employees are expected to report for work without further compensation. Employees required to work on the rescheduled snow day shall receive their normal rate of pay.
If the snow day occurs on a day when the paraprofessionals are scheduled for a partial day (parent teacher conferences, final exam days, etc.) and the day is rescheduled and para- professionals are expected to report, the paraprofessional will be paid a full day's pay for the snow day.

The Superintendent or his designee shall make every effort to announce such school closings one (1) hour before the earliest reporting time by notifying the local radio and TV stations and the District Web site.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section A. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.

Section B. For the purpose of this Agreement, a "grievance" is defined as an alleged violation of a specific Article and Section of this Agreement. Written grievances shall be on a form provided by the District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. When a grievance involves more than one (1) employee or a group of employees, the grievance may be signed by only one (1) of the aggrieved employees. (If the grievance encompasses other employees, they shall be so indicated.) The purpose of this is to inform the District the extent of liability involved in the grievance. All written grievances must be filed with the immediate supervisor within thirty (30) days of the occurrence. Grievances that do not involve the actions of the immediate supervisor will be filed at Step Three (3) within 30 days after the employee knows of the occurrence of an alleged violation.

STEP ONE (Oral)

Within thirty (30) days after the employee knows of the occurrence of an alleged violation, the employee shall request a conference between the aggrieved (with or without his/her Union representative) and the building administrator (or Supervisor of Transportation, if appropriate). The building administrator (or Supervisor of Transportation) shall render a decision within five (5) workdays of the conference.

STEP TWO (Written)

If the grievance is not settled at Step One, the employee shall, within five (5) workdays of the discussion at Step One, work with the Union representative to reduce the grievance to writing. A copy of the grievance shall also be filed with the building supervisor and the Association. The building administrator (or Supervisor of Transportation) shall respond in writing within five (5) workdays.

If the grievance is not settled at Step Two, the employee shall, within five (5) days of the date the written disposition is received, appeal the grievance to the next step.

STEP THREE

A copy of the written grievance and the decision of the administrator or supervisor shall be presented to the Human Resources Office for the appeal review within the period provided. Within five (5) workdays of the receipt of the grievance appeal, the Director(s) of Human Resources and/or his/her designee shall meet with the aggrieved employee and/or the Association representatives for a review of the grievance. The Director(s) of Human Resources or his/her designee shall, within five (5) workdays of the meeting, render a written decision of the District. A copy will be given to the aggrieved, the Association representative and the Union MEA representative.

Section C. Arbitration

If the grievance is not resolved in Step Three of the Grievance Procedure, either the Association or the District may submit the grievance to arbitration by notifying the other party within ten (10) days after the answer to Step Three. The submission to arbitration shall contain a statement of the issues to be arbitrated, reference to the specific Article and Section allegedly violated, the contention of the party filing for arbitration, and shall be signed by the Local Association President or his/her designee and the employee involved.

Within the ten (10) days following receipt of the written notice of intent to arbitrate, the Association or a representative of the District shall file a demand for arbitration with the American Arbitration Association, with a copy to the other party. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Failure to comply with any of these provisions shall render the grievance non-arbitrable.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation of a specific Article(s) and Section(s) of this Agreement. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/ she shall have no power to establish salary structures or change any salary or wage. He/she shall not substitute his/her judgment for that of the District's as to the qualifications and ability of an employee, if such judgment was not arbitrary or capricious.

In rendering decisions, the arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement.

If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before hearing the merits of the grievance. In the event that a case is appealed to an arbitrator on which he/ she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above.

It shall be final and binding on the Association, its members, the employee(s) involved, and the District.

The fees and expenses of the arbitrator shall be shared equally by the parties. All other costs and expenses of arbitration, including filing fees and witness expenses, shall be borne by the party incurring them.

Section D. Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This, and all other time limits for any part of the grievance process, may be extended by mutual consent of the parties. The word days in this Article refers to workdays.

Section E. No back payments or wages shall be awarded for any period prior to thirty (30) days prior to the date of filing of a written grievance. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation he/she may have received from any source during the period of the back wages.

Note: Grievance Form in Appendix B.

ARTICLE XVIII - REDUCTION IN FORCE/RECALL

Section A. Introduction

When there is a reduction in the work force, employees so affected shall be displaced in accordance with the provisions of this Article.

Section B. Classifications

The classifications shall be:

1. Special Education (employees assigned to work with special education students in the classroom)

2. Transportation (employees who are assigned to work with Special Education students during transport)

3. Instructional (employees who are assigned to work with non-special education students, including Planning Room assignments)

4. Bi-Lingual (ELL) (employees who speak more than one language and work with limited English-speaking students)

5. Non-Instructional (employees with building control assignments)

6. Media Center/Technology (employees with media/ technology assignments)

7. Associate Teachers (employees with associate teacher assignments in the Great Start Readiness Program (GSRP)

8. Classroom Assistants (employees with classroom assistant assignments in the Great Start Readiness Program (GSRP)

9. Young Fives (employees assigned to a Young Fives classroom)

There shall be three "brackets" in the Paraprofessional Classifications. These include:

1. Six (6) or more hours.
2. Four (4) but less than six (6) hours.
3. Less than four (4) hours.

Section C. Mutually Exclusive Classifications

Classifications are mutually exclusive for the purposes of the layoff/recall and bumping procedures.

Section D. Layoff/Reduction Procedures

No employee shall be laid off or reduced in hours unless she/he shall have been notified of such layoff or reduction at least two (2) weeks prior to the end of the school year. The effective date of layoff will be June 30 except for probationary employees, who may be laid off or reduced with no notice requirement and who shall be laid off or reduced before seniority employees. If a midyear reduction is necessary due to a reduction in school funding, paraprofessionals will receive a two (2) week notice prior to the effective date of the midyear layoff. In addition, employees who did not get a reasonable assurance stamp before the end of the school year and who will not be laid off will be told their assignments two weeks prior to the start of the school year. A paraprofessional whose job is being eliminated or whose hours are reduced shall be reassigned according to the following procedures:

1. For the purpose of this Article, layoff and recall shall be based upon seniority. Periods of leave or layoff do not interrupt seniority.

2. The laid off employee, if he/she has more seniority, shall bump into the position held by the least senior employee in the same classification and bracket. If a bumpable position does not exist, (i.e., the laid off employee is the least senior in the bracket), the laid off employee shall, if he/she has more seniority, displace the least senior employee in the next lower "bracket" in that classification. The process continues, if needed, through to the lowest "bracket". (Note: If two (2) or more employees are so affected in any "bracket", the administration shall assign the paraprofessionals within the "bracket".)

3. Be placed on layoff.

Section E. Laid Off Employees

1. A laid off employee may apply for a voluntary transfer or apply for a vacancy and be considered for a position in another classification (instructional, non-instructional, special education, transportation, media/technology, Bi-Lingual/ELL). Factors to be considered shall include but not be limited to experience and background, qualifications, and needs of the program/assignment, as well as seniority. The employee seeking a transfer or applying for a vacancy to the new classification shall be placed after employees in that classification have had their transfer requests considered. Any laid off employee who is transferred or receives a new position in a new classification under this section shall be kept on the obligation list and have recall rights to his/her original classification for the length of the employees' seniority. Employees in these new positions who are recalled to his/her original classification and bracket and reject a recall to his/her original position will lose his/her recall rights to the paraprofessional's original classification.

2. Upon notifying the District and fulfilling the application process to be a substitute, a laid off employee will be given the opportunity to be placed in a daily substitute position at his/her last regular rate prior to a substitute being hired from outside the bargaining unit.

3. The District will fill the long-term substitute positions by seniority, with laid off employees from any classification, who have requested to work in such a position. When/if a long-term position becomes permanent, provisions of the LPA Master Agreement will be in effect to determine how the position will be filled permanently.

Section F. Recall

When a vacancy occurs in a higher "bracket," the laid off employee with the most seniority shall be reinstated (recalled). Note: If two (2) or more employees are so affected in any "bracket" because of multiple vacancies in that "bracket," the District shall assign the paraprofessionals being recalled.

1. A laid off employee may refuse a recall to a vacancy in a lower "bracket" than originally held. That employee shall have no right to any vacancy in his/her classification unless the vacancy occurs in their original bracket or a higher "bracket."

2. A displaced working employee may accept any reinstatement (recall) offer to a higher "bracket." If that employee accepts recall to a vacancy in a higher "bracket," he/she will be removed from the obligation list. If that employee refuses recall to a vacancy in a higher "bracket," he/she will remain on the obligation list.

3. The reinstatement (recall) period shall expire when the employee is returned to the "bracket" from which he/she was originally displaced. The employee will then be removed from the Obligation List.

4. Reinstatement (recall) rights are valid for two (2) years or a period of time equal to the employee's seniority, whichever is longer, beginning with the date of the layoff. After this period of time, the employee will be removed from the Obligation List.

Section G. Notice of Recall

In the event a paraprofessional on layoff is mailed a notice of recall to a position in the bargaining unit, by certified mail, to his/ her last known address on file in the Human Resources Office, and such paraprofessional does not notify the Director(s) of Human Resources in writing, by certified mail, return receipt requested, within ten (10) days, by e-mail or phone call after such offer of his/her acceptance, then such paraprofessional shall have no further rights of reinstatement, unless approved by the Assistant Superintendent of Human Resources and District Services Director(s) of Human Resources in writing, and shall be considered to have voluntarily resigned.

Section H. Conditions

During layoff, neither wages or fringe benefits will be paid, nor will sick days or wage increments accrue, but upon recall, unused sick days at the start of the layoff shall be reinstated.

Section I. Change of Address/Telephone

It shall be the responsibility of each employee to notify the employer of any change of address or telephone number. The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices of employment.

Section J. Continuing Benefits

Laid off employees shall have health and life insurance continued for up to ninety (90) days from the effective day of the layoff.

Section K. All earned vacation days will be paid for at the time a laid off employee is paid for the final days worked prior to layoff.

ARTICLE XIX - TERMINATION OF EMPLOYMENT

Section A. The best interest of the employee and the District will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.

Section B. Employees terminating their services with the District are entitled to vacation pay for all accrued vacation if applicable, payable at the next payroll period following the date of termination, except when the initial one (1) year probationary period has not been completed.

ARTICLE XX - PROFESSIONAL GROWTH ON THE JOB

Section A. Meetings of employees are essential for purposes of organization, to facilitate integration of work schedules, and meet emergency situations. Such meetings shall be held from time to time as mutually agreed to between the Association and the District. If participation is required, employees shall be compensated.

Section B. On an ongoing basis, the Association shall present a list of appropriate in-service/professional development topics, to the Administration at a Personnel Relations meeting. The recommendations will be reviewed by the Assistant Superintendent of Human Resources and District Services Director(s) of Human Resources or his/her designee and jointly the parties will determine how these topics will be handled.

Section C. Tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to five hundred dollars ($500) annually subject to the following:

1. Obtain written approval from the Director(s) of Human Resources PRIOR TO the start of the class or workshop.

2. Present receipts along with evidence of successful completion.

3. An additional twenty (20) time bank days will be allocated to paraprofessionals to attend job related workshops, classes or conferences that are scheduled on student attendance days. Requests for these days will be made to the Director(s) of Human Resources and filled on a case-by-case basis until the days are depleted. Employees will not be required to use personal leave days or sick days to attend such activities

Section D. At the end of each school year (by May 15), the Association will receive information regarding the amount of money that paraprofessionals used during the school year for professional development as described in

Section C. above. The Association will also receive information concerning the budget allocation for professional development that has been established by the District for the next school year. After reviewing the information, the District and Association will discuss whether a portion of the budget can be designated for district provided paraprofessional professional development activities for the next school year. This decision will be made yearly and must be a mutual agreement between the parties.

Section E. Each school year, the district will provide and schedule two (2) days of mandatory Professional Development. These days will be designated once the school calendar is established. These days will not take place prior to the first day teachers are required to report, on student days, paid holidays or after the last student school day. When possible, the district will schedule these Professional Development days back-to-back. At least one (1) of these mandatory days will take place the week before the start of the school year for students on a designated teacher Professional Development day. The other day will take place the week before the start of the school year for students on a designated teacher workday. During this day, Paraprofessionals will report to their assigned building, program, or a specific location to participate in preparation for the school year. This preparation could include learning behavior plans, preparing materials, learning building procedures, or participating in training related to student health, safety, and security. Failure to attend the mandatory Professional Development day(s) will result in a letter of reprimand being placed in the employee's personnel file.

In addition, the District agrees to recommend two (2) optional relevant paid Professional Development, in-service or building activities for paraprofessionals in each classification throughout the school year. Paraprofessionals have the option of attending other professional development on non-student days, with pay, and documentation of attendance at the professional development session is provided.

Professional Development days, in-service and building activities will be the equivalent of six (6) hours per day and will not exceed a combined total of six (6) days per school year.

Paraprofessionals who choose to use professional development days or workday opportunities as a day off may use vacation days to be compensated, with the exception of days designated as mandatory professional development days.

ARTICLE XXI - WORK SCHEDULE

Section A. The normal work schedule for most regular, full-time employees shall be a maximum of eight (8) hours a day and a maximum of forty (40) hours per week, Monday through Friday, and a minimum of six (6) hours a day and thirty (30) hours a week provided nothing herein shall be construed as a guarantee of hours worked per day, or days worked per week. Paraprofessionals who are scheduled to work less than full time (less than six (6) hours) are expected to work their assigned hours. Additional work time required beyond their regularly assigned hours must have prior approval by their supervisor and employee will be paid his/her regular rate.

Section B. Employee work schedules may vary due to the special needs and circumstances peculiar to building and/or departments. Upon approval from the building administrator or program supervisor and the Human Resources department, additional days will be scheduled for employees to report to work when students are not in session. These days can include and not be limited to days at the beginning of the school year, workdays, semester workdays, parent teacher conference period, testing periods and at the end of the school year. Employees will be scheduled to perform activities directly related to his/her position and classification. When possible, these days should be scheduled in advance. Paraprofessionals shall not be required to work in tuition-based classrooms unless they are providing special education services per the student's IEP. Paraprofessionals may be offered opportunities to work in tuition-based programs outside of their scheduled workday. The paraprofessional shall receive their hourly rate or the hourly rate of the tuition-based employee, whichever is higher.

On normal workdays, employees are expected to report for duty within the organizational pattern of the building and/or department. Employees will be paid for time on duty during student passing time or when in transit between assignments.

Section C. Employees shall be paid time-and-one-half for all hours worked beyond eight (8) hours in any one day, and over forty (40) hours in any one week. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding of overtime payments.

Section D. All overtime shall be divided as equally as possible between full-time employees of each building and/or department, according to their skills.

Section E. Paraprofessionals will work with their immediate supervisors in establishing appropriate break and lunch periods during the workday. Those working at least four (4) hours per day shall be provided one (1) break period per day, normally about fifteen (15) minutes. For paraprofessionals working five (5) or more hours per day there will also be a one-half (l/2) hour or one full hour unpaid lunch period (as determined by the District). Those working seven (7) or more hours per day shall be provided two (2) breaks per day, normally about fifteen (15) minutes each, in addition to the lunch period. Building Administrators and program supervisors will work with classroom teachers where paraprofessionals are assigned to support the paraprofessional's right to take his/her contractual break.

Section F. Employees shall be paid time-and-one-half for all hours worked on Saturdays and shall be paid double-time for all hours worked on Sundays and holidays. Whenever possible, advance notice of overtime shall be given so that necessary arrangements can be made.

Section G.

1. In the event the duties attached to a ten (10) month job are extended as part of a summer school program, or a separate summer school program is created, the person(s) with a satisfactory evaluation who hold the position that is in an extended summer school program or part of a K-12 General Education summer school program, shall continue to perform those assigned duties. If the regular employee in that position declines to work in the summer months, the position will be posted. Paraprofessionals from the specific classification where there are vacancies will be given priority consideration and be offered positions prior to staff from outside the classification and the bargaining unit. The summer job shall be offered to a bargaining unit member with a satisfactory evaluation. If given the summer position it will be as a temporary summer position. If the summer job cannot be filled in the building or with a bargaining unit member, the position will be filled on a temporary basis for the duration of the summer program.

2. In the event a year-round school program is developed and paraprofessional positions are available, representative(s) of LPS shall meet with LPA representative(s) to determine the proposed schedule for paraprofessional assignments, and to develop a posting(s) for such assignment(s). Paraprofessionals currently assigned to a work site where such a schedule is to occur shall be given the first opportunity to accept such an assignment.

   A. In the event a paraprofessional currently assigned to such a building does not wish to accept such an assignment, that position shall be posted internally, and the person currently holding the position shall be allowed to transfer to a vacant position.

   B. If no vacancy exists, the paraprofessional currently holding the position shall be allowed to bump the least senior paraprofessional in his/her classification.

Section H. Transportation Paraprofessionals

1. Transportation paraprofessionals will be given the same rights and opportunities as bus drivers when being assigned regular runs, field trips and with practices surrounding compensation in relation to a paraprofessional's work schedule.

2. Transportation paraprofessionals will begin each school year on the same run as held at the

end of the previous school year to the extent practicable. According to seniority, transportation paraprofessionals will be given an opportunity to express their run preference after the drivers make their bid in the fall.

A. Any run that increases a paraprofessional's time by 30 minutes after the bidding procedure is concluded; e.g., new runs, non-consecutive add-ons, and vacated runs, (not to exceed eight (8) hours) to a person's bid time will be posted for three (3) work days. Increases less than 30 minutes default to the paraprofessional assigned to that time.

B. When a paraprofessional is on a run that has been vacated because of a leave, the paraprofessional can bid onto a run that is vacated and it becomes his/her own for the duration of the medical run. Paraprofessionals must be able to increase their time by a minimum of a half hour a day or two (2) hours a week.

C. ECP Friday noon runs that are defined by the district as required student days will be incorporated into the October bid.

D. At the start of each school year, transportation paraprofessionals assigned to a run(s) shall be responsible for maintaining student information and setting up necessary equipment for each assigned run. Whenever such duties are carried out, the transportation paraprofessional will be paid for the time involved.

E. In the event a transportation driver does not document actual route time nor provides changes to the office for a base run increase, after two (2) consecutive weeks of submitting daily time sheets the paraprofessional on said run may request to the transportation supervisor that a time study be completed. The time study shall include three (3) days over a two (2) week period.

3. A transportation paraprofessional assigned to an AM and PM run during the school year will be guaranteed a minimum of four (4) hours or driving time, whichever is greater. A paraprofessional assigned only to an AM run will be guaranteed three (3) hours minimum or driving time, whichever is greater. In the event that the paraprofessional finishes the runs in less than the guaranteed time, the Supervisor, or designee, may assign other tasks to complete the guaranteed time.

4. Transportation paraprofessionals requesting to be assigned to an emergency field trip(s) must sign up daily and will be assigned according to seniority on a rotating basis. When unassigned/emergency field trips are assigned, paraprofessionals will not be charged a turn. Field trips scheduled for night and weekend (Saturday or Sunday) will be assigned separate from the daily field trips. Assignments will be done by seniority from top to bottom on a yearly rotating basis.

5. Transportation paraprofessionals requesting extra work outside of a field trip assignment must sign up daily and will be assigned according to seniority. Transportation paraprofessionals who sign up for both a field trip and extra work will be allowed to do both. Extra work is defined as any activity that is outside their normal work schedule that is not a field trip. Extra work can include but not be limited to a noon run for another paraprofessional who is out sick and/or an early out. Extra work will not mean overtime for any employee.

6. Transportation paraprofessionals are assigned to a run for the regular K-12 school year and also during times when their run serves students in special programs when transported by Livonia Public Schools transportation department. Should the run to which a paraprofessional is assigned operate during times outside the regular K-12 school year calendar, the following shall apply:

   A. During the summer months the transportation paraprofessionals shall be guaranteed four (4) hours per day.

B. If a paraprofessional is specially trained and is assigned to a summer run which has less hours than his/her seniority entitles, then he/she will be paid at the higher number of hours.

7. Transportation paraprofessionals may arrange for another paraprofessional to substitute for them during the non-K-12 calendar periods subject to these conditions:

   A. the substitute must be able to perform the assignment in a competent manner;

   B. the Supervisor of Transportation, or designee, must be informed in advance and agree to the change;

   C. the substitute paraprofessional will be informed of the obligations and duties of the job;

   D. the regularly assigned paraprofessional may not bump the substitute during the prearranged period of time;

   E. transportation paraprofessionals' work will not be given to employees outside the bargaining unit when bargaining unit employees are available.

8. Because of the unique nature of the "swing" position, the paraprofessional who holds that position shall qualify for single health insurance and other benefits as outlined in Article XII.

9. Eligibility for insurance benefits for all other transportation paraprofessionals is determined by:

   A. The employee's date of hire (see Article XII, Section A), and

   B. The number of hours the employee regularly works each week in his/her own position (base + noon run hours) as determined by the results of the annual bid in October.

   Employees will begin each school year at the same level of benefits they had at the end of the previous school year. If necessary, benefits will adjust on November 1 based on the results of the October bid If the employee's own run (base + noon run hours increases during the year to a level such that the employee gains single or family benefits (if eligible by Article XII, Section A), the change is effective with the first day at the new increased hours. This level of coverage then remains the employee's benefit status until the next October bid.

10. Transportation employees shall be required to check their mailboxes, and to review the Transportation bulletin board for relevant notices, every day prior to their morning and afternoon run. In consideration for the time spent in the aforementioned activities, all Transportation paraprofessionals shall have their daily work schedule extended by four (4) minutes.

ARTICLE XXII - RETIREMENT

Section A. Employees retiring after July 1, 1989, shall receive $200 retirement pay for each year of service. To be eligible for retirement pay, an employee must meet the following:

1. Have worked on a full-time basis for the District for a minimum of ten (10) consecutive years; provided further, approved leaves of absence shall not be considered as breaks in "consecutive years of service," but leaves granted shall not be counted toward "years of service."

2. Must meet minimum age requirements to qualify to immediately commence receiving retirement benefits under the Michigan School Employees Retirement Fund.

3. Must submit proof to the effect that he/she will actually qualify for retirement benefits for the period commencing on the first day of the month following the month of his/her termination.

4. Part-time employees shall be eligible for a pro-rated share of the retirement pay provided their part-time services, when pro-rated, makes them eligible under the full-time clause of Paragraph 1 above and provided, further, that they fulfill the other requirements set forth in Paragraphs 2 and 3.

5. After having worked the equivalent of ten (10) full years for the school district, should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.

Section B. Sick Day Savings

A seniority employee who terminates his/her employment with Livonia Public Schools shall receive the dollar amount indicated for each seven (7) hours of unused sick time in his/her sick bank at the time of termination.

0-10 years	No reimbursement
10 or more years	Twenty ($20) per seven hours of sick time
Retiring employees	Fifty ($50) per seven hours of sick time

Section C. Special Pay Plan

Retirement pay (as described above in Section A.) and sick day payout shall be granted upon retirement. As allowed by the IRS, the retirement pay and payoff for unused sick days for all retirees who are age 55 and over at the time of retirement will be paid into a tax-sheltered annuity under Section 403 (b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the employee's retirement. Retiring employees who are under age 55 will have their retirement pay, unused sick day payout paid in a check with applicable deductions. If laws change or the 403 (b) carrier's policy changes and the changes will have a significant impact on the provisions of this paragraph, either party may, at its option, reopen this paragraph for negotiations.

ARTICLE XXIII - PROBATION AND EVALUATIONS

Section A. Probationary Employees

1. A probationary period of one (1) year shall be served by all new employees. During the first forty (40) workdays of active employment, the District shall have the sole right at any time to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. The District may at its discretion, extend the forty (40) day period for twenty (20) paid work days if they deem this advisable. If the District extends this period to twenty (20) days, a meeting between the employee, Association leadership, and the District will occur to discuss the reasons for said extension.

2. By the end of the first semester of the probationary period, the employee and immediate supervisor will meet to discuss performance to date. Concerns will be brought to the immediate attention of the employee in accordance with Section B. No. 7 below. A written evaluation, signed by the immediate supervisor and the employee, shall be filed with the Director(s) of Human Resources specifying Insufficient, Emerging, Demonstrated, or Proficient performance, prior to the end of the probationary period provided; however, it is understood that the District shall have the right to discharge, discipline, transfer or demote any probationary employee and no grievance shall arise unless the above process is not followed.

3. Former employees (if rehired to the same classification) who satisfactorily completed their probationary period shall not be treated as a new employee.

Section B. Evaluation Process (Probationary and Seniority Employees)

When an employee begins working for the District, he/she shall be informed by the building or program administrator of the appropriate policies of the District including paraprofessional duties, responsibilities and the evaluation procedures including who will be responsible for completing the evaluation. If a mentor is needed for a probationary or newly assigned paraprofessional, the Association and the District will work together to determine the mentor assignment. The availability of release time and other cost related issues to provide mentoring will be determined on a case-by-case basis.

1. Normally seniority employees shall be evaluated on a three (3) year cycle (at least once every three years). Such evaluation shall be completed by May 30. The appropriate administrator shall notify the employee that he/she is being evaluated and be responsible for the evaluation of each paraprofessional and the evaluation form shall be signed by the administrator(s) who completed the evaluation. When evaluations are done outside the three-year cycle, the employee will be notified if there are concerns and the reason for the evaluation out of the cycle. Evaluations will cover the school year in which the evaluation is being conducted.

2. All LPS staff having input in any paraprofessional evaluation shall be identified. A document separate from the formal evaluation may be used for the input of other (non-administrative/non-supervisory) LPS staff (i.e., classroom teachers, etc.).

3. The building administrator, or other designated supervisor (ex. Coordinators, Transportation) shall be responsible for the contents of the evaluation, and shall sign the evaluation form. Every effort will be made by the evaluator to provide a well-rounded picture of the paraprofessional by including positive areas of performance, areas where the paraprofessional has demonstrated growth along with areas where improvement may be needed. If input received from others results in unsatisfactory comments, the administrator conducting the evaluation will attempt to follow-up with an observation of the paraprofessional or other action in order for the administrator to gather additional information.

4. The employee shall have an opportunity to read and discuss the evaluation prior to the document being placed in the personnel file.

5. The employee shall sign the evaluation form. This signature indicates only that the employee has read the evaluation. If the employee disagrees with the evaluation, then he/she may attach a written response to the document. Paraprofessionals will have the right to respond both in writing and in person to all evaluative content, including input from non-administrative staff.

6. The evaluation report will be in the form of “Insufficient, Emerging, Demonstrated, or Proficient” for each item evaluated and each “Insufficient” response will require comment and explanation. The evaluator will also make an effort to indicate positive areas of performance and areas where efforts have been made to demonstrate improvement.

7. In the event a paraprofessional’s overall performance is determined to be Insufficient, a plan of improvement will be drafted, specifying job duties that have not been performed satisfactorily, identifying specific actions where the employee is to take to meet a satisfactory performance standard, specifying assistance to be given by the employer to help the employee attain a satisfactory performance standard, and establish a reasonable timeline for improvement to occur prior to reevaluation.
8. In the event no evaluation is completed, the employee’s performance shall be deemed satisfactory.

9. In the event a paraprofessional does not agree with the input from a non-administrative staff person, the paraprofessional may request a formal observation/ evaluation by the responsible administrator.

10. The formal evaluation form(s) shall be printed in the collective bargaining agreement as Appendix D.

11. The use of video shall be allowed for observation and evaluation purposes for paraprofessionals whose duties require them to be on a bus. These paraprofessionals who prefer to be observed in person shall inform the appropriate supervisor in writing within 30 calendar days of being notified in writing that they will be evaluated during the school year.

12. The above-mentioned paraprofessionals who agree to the use of video to conduct their evaluation will be given advance notice of the day the video will be recorded in order to conduct the observation. Additionally, the paraprofessional shall have the option to be present during a viewing of any and all portions of the recording used for the observation.

ARTICLE XXIV - PAYROLL

Section A. The wages of an employee shall start at the time he/she reports for duty. Wages shall be paid twice per month on such calendar dates as are established by the District.

Section B. Direct deposit options will be offered to employees. The direct deposit options will include all banking institutions and credit unions that are available within the District's financial systems.

Section C. When payday falls on a non-workday, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday as described above.

Section D. No deductions from an employee's pay shall be made without advance notice to the employee.

Section E. Changes and/or cancellation notices of employee- authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.

Section F. Employees may use payroll deductions for all approved deductions, including PAC, TSAs and TDPs.

Section G. If possible, annuity deductions shall be made from any earned vacation pay.

ARTICLE XXV - MISCELLANEOUS PROVISIONS

Section A. If any provision of this 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 effect.

Section B. Employees shall receive reimbursement at the rate per mile established each spring by the Internal Revenue Service for use of personal cars on school business authorized by the District.

Section C. For the life of this Agreement, neither the District nor the Association shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by the Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement.

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

Section E. The use of words referring to the male gender in any Article and/or Section of this Agreement shall likewise be read to include the female gender.

Section F. If the State establishes minimum standards or specific requirements for paraprofessionals, the parties shall immediately open negotiation on the subject.

Section G. Personnel Relations Committee

The District and the Association shall form a Personnel Relations Committee composed of not more than three (3) District-appointed representatives and three (3) Association-appointed representatives. The Committee shall meet monthly to discuss matters of importance unless both parties agree otherwise. An agenda of the topics to be discussed shall be prepared, and exchanged by the parties, in advance of the meeting. The meeting dates, times and location shall be mutually agreed upon. The Personnel Relations Committee shall not be used to process grievances.

ARTICLE XXVI - NO STRIKE CLAUSE

Section A. During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, sanction, condone, or support, nor will any member of the bargaining unit take part in any strike; i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, for any purpose whatsoever, including sympathy strikes.

Section B. During an employee's working hours, the Association shall not cause any picketing of the School District's properties or of the Board of Education premises during the life of this Agreement.

Section C. The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slowdowns of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event of a violation of this Article, the District shall have the right to discipline any or all employees who violate this Article and such action shall not be subject to the grievance procedure. If an employee is terminated for a violation of this Article, the discharge is subject to the grievance procedure.

ARTICLE XXVII - HEALTH-RELATED ISSUES

The District shall pay the cost for any physical examination required by the Board for initial employment. The District shall pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.

Each employee will be provided a universal precautions kit and view a video on its use. The employee will assume the responsibility for replacing used items from building stock. The District shall provide Hepatitis-B inoculations and other appropriate testing to all employees who request them because of job-related risk, at no cost to the employee as long as the employee receives these services from a District designated provider.

As long as such vaccine is available, the District shall provide influenza shots to all employees without a charge.

ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement entered into between the Livonia Public Schools and the Livonia Paraprofessionals' Association (LPA) shall become effective upon ratification and Board approval, and shall continue until the 30th day of June, 2028.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. It is understood that the contract provisions outlined in the previous collective bargaining agreement will be incorporated into the new Agreement and in effect until June 30, 2028.

LIVONIA BOARD OF EDUCATION

Karen Bradford, President

Madeline Acosta, Secretary

LIVONIA PARAPROFESSIONALS' ASSOCIATION

Susan Gonyou, President

Michele Dolan

Christine Flannigan

Carrie Shelton

Eric Longuski, MEA

APPENDIX A - COMPENSATION

Section A. At the time of employment, the Director of Personnel shall evaluate all previous experience for placement on the salary schedule. A maximum of three (3) years of experience may be allowed.

Section B. Longevity

Each member of the unit who has completed nine (9) years of service as a Livonia Public Schools employee shall receive fifty cents ($.50) in addition to the regular hourly rate as longevity payment.

Each member of the unit who has completed fourteen (14) years of service as a Livonia Public Schools employee shall receive one dollar ($1.00) in addition to the regular hourly rate as longevity payment.

Each member of the unit who has completed nineteen (19) years of service as a Livonia Public Schools employee shall receive one dollar and fifty cents ($1.50) in addition to the regular hourly rate as longevity payment.

Section C. Whenever steps on the wage scale are applicable, stepping will align with the start of the contract year for all LPA staff.

- In year one (2025-2026), all LPA staff will step on July 1, 2025, regardless of hire date.
- Beginning in 2026-2027 and continuing beyond, all LPA staff members hired between July 1-December 31 will step the following July. Staff members hired January 1-June 30 will step in July of the next year.
    - Example: Hired December 15, 2025 = step on July 1, 2026; Hired January 15, 2026 = step on July 1, 2027.

Section D. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the employee stayed on leave. The seniority date of the employee will not be affected.

Section E. A special education paraprofessional at the Skills Center and/or FTP Program who also has a CDL and is required to drive a bus to transport special education students between programs and to work based and community-based programs as part of his/her position, will receive an additional thirty cent (.30) stipend along with the special education stipend as described in Section E. above.

Section F. Crowd control and other similar activities that are not directly related to the responsibilities of the employee shall be paid at the current LEA rate. When required by law, employees who work forty (40) hours in a work week will be paid at a blended rate.

WAGE SCHEDULES

Instructional/Bi-Lingual (ELL)/Non-Instructional/Media Center/Technology Paraprofessional/GSRP Classroom Assistants SALARY SCHEDULE

Year	Step I	Step II	Step III	Step IV	Step V	Step VI
24-25	16.50	17.00	17.75	18.75	19.75	21.75
25-26	18.00	18.50	19.25	20.25	21.25	23.25
26-27	19.50	20.00	20.75	21.75	22.75	24.75
27-28	21.00	21.50	22.25	23.25	24.25	26.25

Transportation/Young 5s Paraprofessional/ GSRP Associate Teachers SALARY SCHEDULE

Year	Step I	Step II	Step III	Step IV	Step V	Step VI
24-25	17.00	17.50	18.25	19.25	20.25	22.25
25-26	18.75	19.25	20.00	21.00	22.00	24.00
26-27	20.25	20.75	21.50	22.50	23.50	25.50
27-28	21.75	22.25	23.00	24.00	25.00	27.00

Special Education Paraprofessionals SALARY SCHEDULE

Year	Step I	Step II	Step III	Step IV	Step V	Step VI
24-25	17.00	17.50	18.25	19.25	20.25	22.25
25-26	19.00	19.50	20.25	21.25	22.25	24.25
26-27	20.75	21.25	22.00	23.00	24.00	26.00
27-28	22.50	23.00	23.75	24.75	25.75	27.75

ALL RATES SUBJECT TO VERIFICATION

APPENDIX B - LIVONIA PUBLIC SCHOOLS GRIEVANCE FORM

Unit:_____ Grievance Code:_____ Year:_____ Number:_____

GRIEVANCE INFORMATION SECTION

Employee Name:_____
Signature:_____
List of Other Employees Involved:_____
Date Occurred:_____ Date of Step One Conference:_____ Date Written Grievance Given to Supervisor:_____

Facts (Contention) of Grievance:_____
_____
_____
_____
(Use reverse side if necessary)

Contract article(s) or practice(s) violated:_____
_____
_____
_____

Remedy Requested:_____
_____
_____
_____

STEP TWO (2) Supervisor Response Section

_____
_____
_____
_____

Signed: _____ Date: _____

Employee: I accept the response_____ I refer this grievance to Step Three_____

Signed: _____ Signed: _____

Date: _____ Date: _____

STEP THREE (3) Office of Human Resources Designee

Date Received: _____ Date of Hearing: _____

Response:_____
_____
_____
_____

Signed: _____ Date: _____

Employee: I accept the response_____ I refer this grievance to Binding Arbitration_____

Signed: _____ Signed: _____
(Union Representative)

Date: _____ Signed: _____
(Employee)

Date: _____

APPENDIX C - REIMBURSEMENT REQUEST FORM
Paraprofessional Growth on the Job

Name_____ **Date**_____
Position _____ **Building**_____

The Professional Agreement (Article XXI, Section C) provides that tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to five hundred dollars ($500) annually provided that written approval is obtained from the personnel office prior to the start of the class or workshop and that proof of payment and evidence of successful completion are submitted to the personnel office. (Such things as mileage, lodging, and meals, etc. are not reimbursable.) If funds remain at the end of the year, approval may be granted for reimbursement for an additional class or workshop. Such requests must be made no later than June 1 for classes/workshops taken in the current school year.

Reimbursement is requested for: (please check)

Class/Course _____

Workshop/Seminar _____

Conference _____

Describe the class, workshop, conference, etc. Include date(s), cost, etc. Additional information may be attached to this form if necessary.

_____
_____
_____
_____
_____
_____

Note: Payment will be authorized upon receipt of proof of payment and evidence of satisfactory completion. Application forms and proof of payment and successful completion should be submitted to the personnel office.

Approved _____ **Denied** _____ **Amount Approved** _____

Reason for Denial

_____
_____
_____

Reimbursement will be approved after June 1, if funds remain.

Date _____ **Signature** _____

APPENDIX D - PARAPROFESSIONALS' EVALUATION RUBRIC AND FORMS

Paraprofessional Rubric 8.9.18

Domain 1: Planning & Preparation

Component	Proficient	Demonstrated	Emerging	Insufficient
1A: Demonstrating knowledge of job-specific content, materials, and how to use them (e.g. BIP, LLI, If/Then Board, CPI, Transportation equipment etc)	Paraprofessional displays **extensive knowledge** of required content and materials.	Paraprofessional displays **solid knowledge** of required content and materials.	Paraprofessional displays **some knowledge** of required content and materials.	Paraprofessional displays **little knowledge** of required content and materials.
1B: Demonstrating knowledge of students	Paraprofessional demonstrates extensive **knowledge** (knows Antecedent-Behavior-Consequence reads student cues, student growth) of students' (disability), skills, strengths, and weaknesses.	Paraprofessional demonstrates solid **knowledge** of students' (disability), skills, strengths, and weaknesses.	Paraprofessional demonstrates some **knowledge of students'** (disability), skills, strengths, and weaknesses.	Paraprofessional demonstrates little to no **knowledge of students'** (disability), skills, strengths, and weaknesses.

Paraprofessional Rubric Domain 2: Classroom Environment

Component	Proficient	Demonstrated	Emerging	Insufficient
2A: Assists in creating an environment of respect and rapport	Interactions with all parties are **respectful, reflecting genuine warmth and caring and sensitivity**.	Interactions with all parties are **polite & respectful, and appropriate**.	Interactions, with all parties, are **generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity**.	Interactions, with any or all parties, are **negative, inappropriate or insensitive** to differences characterized by sarcasm, put-downs, indifference or conflict.
2B: Assists in managing environmental (bus, classroom, hallway, lunch, recess) procedures	Paraprofessional assistance with environmental procedures is **highly effective.**	Paraprofessional assistance with environmental procedures is **effective.**	Paraprofessional assistance with environmental procedures is **somewhat effective.**	Paraprofessional assistance with environmental procedures is **ineffective.**
2C: Assists managing student behavior	Paraprofessional is **able to avoid/prevent misbehavior.** Paraprofessional response to student misbehavior is *appropriate and respects* the students' dignity. **Paraprofessional understands and enforces** rules and (individual behavior plans).	Paraprofessional response to student misbehavior is **appropriate and respects** the students' dignity. Paraprofessional **understands and enforces** rules and (individual behavior plans).	Paraprofessional response to student misbehavior is **inconsistent**. Paraprofessional **attempts to implement** rules and (individual behavior plans).	Paraprofessional response to student misbehavior is **inappropriate, disrespectful, or nonexistent.** Paraprofessional **does not understand and enforce** rules and (individual behavior plans).
2D. Assists in organizing physical space	Paraprofessional makes a **significant contribution to** the environment to ensure that it is safe, organized and contributes to student success/growth, (including **effective use of technology e.g. smart boards, iPads, chromebooks).**	Paraprofessional **collaborates** to ensure environment is safe, organized and contributes to student success/growth (including **effective use of technology e.g. smart boards, iPads, chromebooks).**	Paraprofessional makes a **partial attempt** to ensure environment is safe, organized and contributes to student success/growth, (including **little use of technology e.g. smart boards, iPads, chromebooks).**	Paraprofessional makes **little to no contribution** to ensure environment is safe, organized and contributes to student success/growth (including **ineffective use of technology e.g. smart boards, iPads, chromebooks).**

Paraprofessional Rubric Domain 3: Instruction

Component	Proficient	Demonstrated	Emerging	Insufficient
3A: Communication with students	Paraprofessional's communication **is clear and expressive, appropriate** to students' age background, and/or developmental level, at all times. Paraprofessional **anticipates** possible student misconceptions.	Paraprofessional's communication is **appropriate** to students' age, background, and/or developmental level.	Paraprofessional's communication is **correct, but may not be appropriate** to students' age, background, and/or developmental level.	Paraprofessional's communication contains errors or is **inappropriate** for students' age, background, and/or developmental level.
3B: Using questioning/ discussion techniques	Paraprofessional's questions are **adjusted** based on student's response and **reworded** to student understanding. Paraprofessional **allows sufficient wait time** for question to be answered. Paraprofessional has **appropriate tool** (e.g. go-talk, switch, clicker, assistive technology for communication) for student use.	Paraprofessional's questions are **reworded more than once**, so student understands. Paraprofessional allows **sufficient wait time** for question to be answered. Paraprofessional **acquires appropriate tool** for student use.	Paraprofessional's questions are **rarely reworded** so student understands. Paraprofessional allows **little wait time** for question to be answered. Paraprofessional **sometimes acquires appropriate tool** for student use.	Paraprofessional's questions are **not reworded** so student understands. Paraprofessional allows **no wait time** for question to be answered. Paraprofessional **does not acquire appropriate tool** for student use.
3C: Understands engaging students in learning	Paraprofessional demonstrates **full knowledge** of schedule, (lesson plans), student needs, and **follows** as directed by teacher.	Paraprofessional demonstrates **some knowledge** of schedule, (lesson plans), student needs, and **sometimes follows** as directed by teacher.	Paraprofessional demonstrates **little knowledge** of schedule, (lesson plans), student needs, and **follows little** as directed by teacher.	Paraprofessional demonstrates **no knowledge** of schedule, (lesson plans), student needs, and **does not follow** as directed by teacher.
3D: Demonstrating flexibility and responsiveness	Paraprofessional **(may anticipate) responds appropriately, effectively, and without hesitation** to changes in schedules and unexpected situation.	Paraprofessional **responds appropriately** to changes in schedules and unexpected situations.	Paraprofessional makes **some attempt to respond** to changes in schedules and unexpected situations.	Paraprofessional demonstrates **little or no flexibility in response** to changes in schedules and unexpected situation.

Paraprofessional Rubric Domain 4: Professional Responsibilities

Component	Proficient	Demonstrated	Emerging	Insufficient
4A: Response to advice and criticism	Paraprofessional reflects on performance, **develops specific ways** to improve, and **follows through** on ideas. **Seeks out and welcomes** feedback on performance.	Paraprofessional reflects on performance and **develops ways** to improve, with **some follow through**, and **accepts** feedback on performance.	Paraprofessional reflects on performance and **develops/collaborates ways** to improve, with **little or no follow through**, and **accepts with some reluctance** feedback on performance.	Paraprofessional **does not reflect** on, and **resists feedback** on performance.
4B: Participating in a Professional Community	Paraprofessional relationships are characterized by **mutual support, cooperation and initiative** in assuming key roles in promoting a team environment.	Paraprofessional relationships are characterized by **mutual support, and cooperation** in promoting a team environment.	Paraprofessional relationships are characterized by **occasional cooperation** in promoting a team environment.	Paraprofessional relationships are characterized **by little to no cooperation** in promoting a team environment.
4C: Showing Professionalism	Paraprofessional displays the **highest standards of confidentiality, honesty, and integrity; assumption of leadership role with colleagues in serving students, and ensuring full compliance** with District regulations	Paraprofessional interactions are characterized **by honesty, integrity, and confidentiality and ensuring full compliance** with District regulations.	Paraprofessional interactions are characterized by **honest, genuine but inconsistent attempts, and/or minimal compliance** with District regulations.	Paraprofessional interactions are characterized by **questionable integrity and honestly, and/or lack confidentiality, and/or are self-serving and/or do not comply** with District regulations.

LIVONIA PUBLIC SCHOOLS

Evaluation **Summative** Rating Worksheet

Paraprofessional

Components for Domains: Planning and Preparation, Classroom Environment, Instruction and Professional Responsibilities:

Domain 1: Planning and Preparation

1a ☐P ☐D ☐E ☐I

1b ☐P ☐D ☐E ☐I

Domain 2: Classroom Environment

2a ☐P ☐D ☐E ☐I

2b ☐P ☐D ☐E ☐I

2c ☐P ☐D ☐E ☐I

2d ☐P ☐D ☐E ☐I

Domain 3:Delivery of Service

3a ☐P ☐D ☐E ☐I

3b ☐P ☐D ☐E ☐I

3c ☐P ☐D ☐E ☐I

3d ☐P ☐D ☐E ☐I

Domain 4: Professional Responsibilities

4a ☐P ☐D ☐E ☐I

4b ☐P ☐D ☐E ☐I

4c ☐P ☐D ☐E ☐I

Overall FINAL Rating for 4 Domains ☐P ☐D ☐E ☐I

*** P=Proficient D= Demonstrated E= Emerging I= Insufficient**

Comments:

☐ Input provided by Teacher

Paraprofessional:

_____
Signature

Date:_____

Administrator/Supervisor:

_____
Signature

Date:_____

APPENDIX E - VISION PLAN HIGHLIGHTS

EyeMed Insight Plan H, Fixed Fee
EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company
Plan Year: January 1 - December 31

Vision Care Services	Member Cost In-Network	Out-of-Network Reimbursement*
Exam w/Dilation as Necessary	$0 Copay	$50
Retinal Imaging Benefit	Up to $39	N/A
Exam Options:		
-Standard Contact Lens Fit and Follow-Up	Up to $55	N/A
-Premium Contact Lens Fit and Follow-Up	10% off Retail Price	N/A
Frames:		
Any available frame at provider location	$0 Copay; $130 Allowance, 20% off balance over $130	$40
Standard Plastic Lenses		
Single Vision	$0 Copay	$70
Bifocal	$0 Copay	$80
Trifocal	$0 Copay	$90
Lenticular	$0 Copay	$90
Standard Progressive Lens	$65 Copay	$80
Premium Progressive Lens	*See Fixed Premium Progress List	$80
Lens Options:		
UV Treatment	$0 Copay	$5
Tint (Solid and Gradient)	$0 Copay	$5
Standard Plastic Scratch Coating	$0 Copay	$5
Standard Polycarbonate—Adults	$40	N/A
Standard Polycarbonate-Kids under 19	$40	N/A
Standard Anti-Reflective Coating	$45	N/A
Polarized	20% off Retail Price	N/A
Photochromic/Transitions Plastic	$75	N/A
Premium Anti-Reflective	*See Fixed Premium Anti-Reflective Coating List	N/A
Other Add-Ons	20% off Retail Price	N/A
Contact Lenses		
(Contact lens allowance include materials only)		
Conventional	$0 Copay; $150 allowance, 15% off balance over $150	$150
Disposable	$0 Copay; $150 allowance, Plus balance over $150	$150
Medically Necessary	$0 Copay, Paid-in-Full	$210
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off Retail Price or 5% off promotional price	N/A
Additional Pairs Benefit:	Members also receive a 40% discount off complete pair eye- glass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used	N/A
Frequency:		
Examination	Once every 12 months	
Lenses or Contact Lenses Frame	Once every 12 months Once every 12 months	

**Fixed Premium Progress List and Fixed Premium Anti-Reflective Coating List available at www.eyemed.com*

APPENDIX F - BENEFITS FOR VOLUNTARY SHORT TERM DISABILITY COVERAGE

ELIGIBILITY - All employees are eligible to participate in this plan.

EMPLOYER CONTRIBUTION - This is a voluntary benefit with no employer contribution. Participants will make 100% contribution for the benefit.

PERCENT OF SALARY - 66.67%

WEEKLY MAXIMUM - $500 per week

MINIMUM BENEFIT - $20.00 per week

ELIMINATION PERIOD - 0 days accidental/14 calendar days illness

INTEGRATION WITH SICK LEAVE - Sick leave can be used to cover the 14 calendar day elimination period. A portion of the remaining sick days may be used to supplement short term disability benefit for participants not to exceed 100% of pre-disability earnings.

MAX PERIOD PAYABLE - 13 weeks (90 calendar days)

DEFINITION OF TOTAL DISABILITY - 20% loss of earnings

DEFINITION OF PARTIAL DISABILITY - 20% loss of earnings

RECURRENT DISABILITY - Minimum of two (2) weeks

SALARY DEFINITION - base earnings plus longevity pay

OTHER LIMITATIONS - loss due to War, self-inflicted injury, riot, illegal activity, commission of a felony.

PRE-EXISTING CONDITION LIMITATION - If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

APPENDIX G - DISTRICT-PROVIDED LONG-TERM DISABILITY COVERAGE

ELIGIBILITY - All employees will have ability to access this benefit.

MINIMUM HOURS - 20 hours.

PREMIUM CONTRIBUTION - This benefit will be 100% employer paid.

PERCENT OF SALARY - The benefit will cover 60% of salary.

MONTHLY MAXIMUM - $5,000.00

MINIMUM BENEFIT - $100.00 per month

ELIMINATION PERIOD - 90 calendar days (13 weeks)

INTEGRATION WITH SICK LEAVE - Up to one (1) year of available sick leave may be used in combination with long term disability benefit in order to receive 100% of salary during this time period.

INTEGRATION - Full family

MAX PERIOD PAYABLE - **ADEA** - 1 Normal Social Security Retirement Age

RECURRENT DISABILITY - Six (6) months after elimination period and 15 days during elimination period.

DEFINITION OF TOTAL DISABILITY - 24-month own occupation

PARTIAL DISABILITY - 20% loss of earnings during own occupation and after own occupation period.

SALARY DEFINITION - Base earning plus longevity pay

MENTAL AND NERVOUS - 24-month limitation

SUBSTANCE ABUSE - 24-month limitation

SUBJECTIVE ILLNESS - No limit

PRE-EXISTING CONDITION LIMITATION - If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

OTHER BENEFITS - Daycare/Eldercare benefit and enhanced rehab benefit. May also quote additional benefits such as a catastrophic benefit that pays an additional percentage if claimant is ADL impaired.

LETTER OF UNDERSTANDING
BETWEEN
LIVONIA PARAPROFESSIONALS' ASSOCIATION
AND
LIVONIA PUBLIC SCHOOLS
September 13, 2005

The District and the Association are committed to creating and maintaining a positive work environment where all employees are treated with respect. During the time period of this contract, Livonia Public Schools School District and Livonia Paraprofessionals' Association hereby agree to encourage the use of a problem-solving method.

Problem Solving

1. To support this goal, the parties support the concept of problem solving. The problem-solving model will:

    a. **not** be used if disciplinary action is contemplated;
    b. enable paraprofessionals to raise the issues and concerns with their building administration or program supervisors or educational personnel he/she works with on a daily basis;
    c. assure that the issue or concerns will be subject to review and a date will be established to do so within five days or a reasonable time, depending on the depth of the concern;
    d. protect the employee from inappropriate negative impact because the issue or concern has been raised;
    e. enable the employee to bring a colleague and/or Association representative to the problem-solving session; and
    f. create a safe environment for communication, dialogue and resolution.

2. Examples of situations that might employ this problem- solving process could include:

    a. Upon special request and because of unique needs of students, additional staff may be needed to assist students with toileting, medically related procedures, etc.

    b. Conflict and/or issues between the paraprofessional and staff member to whom he or she is assigned.

    c. Situations involving discipline and/or restraint of students.

3. Guidelines/principles for this process will be developed jointly through the District/Association Personnel Relations meetings.

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the Livonia Public Schools School District and the Livonia Paraprofessionals Association as follows:

1. The terms “member” and “members” appear numerous times throughout the collective bargaining agreement. In order to reduce the possibility of misinterpretation and enhance clarity, many references to “member” and “members” have been re- vised to “employee” and “employees.”

2. The parties agree and understand that the revisions in terminology from “member” or “members” to “employee” or “employees” are not intended to change or modify the meaning, interpretation, or administration of the collective bargaining agreement, and that they are merely editorial in nature.

3. Both the District and the Association have had the opportunity to review the revisions pertaining to this terminology.

4. The revisions in terminology will be included in the printed collective bargaining agreement which expires June 30, 2017.

This document represents the parties’ complete understanding as to the matters addressed herein.

Signed by the District and the Association October 17, 2016

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Human Resources
OCT 2 8 2025

Letter of Understanding
Livonia Public Schools and Livonia
Paraprofessionals' Association (LPA)
October 23, 2025

MESSA Insurance:
Jointly Chosen Options for 2026 Calendar Plan
Year

The District shall pay the premiums to provide hospitalization, major medical, long-term disability, and life insurance for eligible employees and their dependents as defined under approved District policy and as defined in this agreement. This coverage is subject to the terms and conditions of this agreement, the collective bargaining agreement, and between the District and the carrier and as defined as the MESSA plans below:

The agreed-upon plans that will be available to eligible employees for the calendar year of 2026 are as follows:

1. ABC Plan 2, w/3-Tier Rx

2. ABC Plan 2, w/5-Tier Rx

3. ABC Plan 2, w/3-Tier Rx and 20% co-insurance

4. ABC Plan 2, w/5-Tier Rx and 20% co-insurance

5. ABC Plan 2.5, w/5-Tier Rx and 20% co-insurance

The Association and the District agree that this menu of MESSA health insurance plans will apply for the 2026 calendar plan year. Prior to each successive plan year, the parties will meet and confer in good faith to review plan offerings and mutually agree on the menu of available plans

For the Association:

Susan Gonyou

Susan Gonyou

Signature
LPA

10-24-25

Date

For the District:

Phillip Francis

Signature
Livonia Public Schools

10-23-25

Date

Letter of Understanding
Livonia Public Schools School District
And
Livonia Paraprofessionals' Association (LPA)

January 13, 2026

It is hereby agreed by and between the Livonia Public Schools School District ("the School District") and Livonia Paraprofessionals' Association ("the Union") as follows:

The parties acknowledge that Section 27l(2) of the Michigan State School Aid Act provides one-time state funding to districts for the sole purpose of increasing compensation for educators, as broadly defined in the statute. The funding is allocated on a per-pupil basis, is non-recurring in nature, and must be used to provide compensation that is in addition to compensation otherwise provided under the collective bargaining agreement.

Pursuant to Section 27l(2) and following negotiations between the School District and the Union, the parties agree that the District shall provide a single, one-time bonus payment of Nine Hundred Dollars ($900.00) to all active employees as of the date of payment. The payment shall be made on January 23, 2026. Employees hired after January 23, 2026, are not eligible for this payment. Employees who retire or resign prior to January 1, 2026 are not eligible for this payment. Employees who have not worked any days in the 2025-2026 school as of the date of payment are not eligible.

This one-time payment shall not be added to base wages, salary schedules, or any other ongoing compensation, and shall not create a precedent or obligation for future payments.

All other terms and conditions of the collective bargaining agreement not expressly modified by this LOU shall remain in full force and effect.

This document represents the parties' complete understanding of the matters addressed herein.

FOR THE SCHOOL DISTRICT

By: Alison Smith
Alison Smith

Its: Chief Financial Officer

Date: 1/14/2026

FOR THE UNION

By: Susan Gonyou
Susan Gonyou

Its: President

Date: 1-14-26