

ARTICLE 8
VACANCIES, TRANSFERS, AND PROMOTIONS

A. Postings

Except for childcare positions, whenever a vacancy in any position covered by this agreement shall occur it shall be posted on the District website for five (5) days. A copy of the posting(s) will be sent to the Association and interested employees may apply for posted vacancies by the deadline.

B. Childcare Workers - Spring Application

Each spring, the Board shall invite all childcare workers to submit application for positions with different hours at a different location, or for childcare assistant or supervisor positions, which might become vacant during the summer for the next school year. At any time during the school year, an application may be submitted for any position, which may become vacant during the school year. The Board shall first consider all such applications when filling vacancies, for which the childcare workers have applied. Applications must be renewed each spring.

C. Application

Any employee may apply for such a vacancy. In filling a vacancy, decisions will be based upon the needs of the position, qualifications, seniority, personal interview, experience, letters of recommendation, and most recent evaluation if the employee has been evaluated within the last 3 years.

Any employee who has made proper application for a vacancy and is not granted an interview may, within fourteen (14) calendar days of the last date for submitting an application, request an explanation from Human Resource Services for the denial of an interview.

Upon successful completion of the trial period, an employee may apply for any subsequent vacancy for which he/she is qualified in accordance with the provisions of this Agreement.

D. Transfer to a New Classification

A one (1) year trial period shall apply to all transfers to a new classification.

During the trial period, an employee may return or be returned to a vacant position in his/her former classification, at the Employer's discretion. Reversion shall not occur after 90 workdays unless the employee has been evaluated within 30 workdays of the reversion.

Upon successful completion of the trial period, an employee may apply for any subsequent vacancy for which he/she is qualified in accordance with the provisions of this Agreement.

E. Lateral Transfer

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In cases of transfer within the same classification, within 10 workdays after assuming the position, the employee or the Employer may request to return the employee to his/her former position. If the former position does not exist, the employee may be placed in the next available vacancy in the same classification, at the Employer's discretion. Requests made after 10 workdays, up to 60 calendar days, will be determined on a case-by-case basis by the Assistant Superintendent of Human Resources.

An employee who receives a lateral transfer may not apply for any subsequent vacancies for a period of 60 calendar days.

F. Involuntary Transfers

The parties agree that involuntary transfers of employees should be minimized, but the parties recognize the right of the Employer to make involuntary transfers as needed. Individuals who are transferred to a lower paying classification will not, as a result of this involuntary transfer, suffer a loss of pay for a period of ninety (90) calendar days. For employees involuntarily transferred after September 30, this save pay period shall be until the end of the work year, or ninety (90) calendar days, whichever is greater. At the end of save pay period, the employee shall be paid at the rate and hours of the position then held. Childcare workers who are involuntarily transferred to positions with fewer hours per week will not have their hours reduced for a period of ninety (90) calendar days. For childcare workers involuntarily transferred after September 30, this save pay period shall be until the end of the work year, or ninety (90) calendar days, whichever is greater. At the end of ninety (90) calendar days, the childcare worker shall be paid for the number of hours he/she is working.

G. Protection for Special Education Paraeducators

Special education paraeducators may be protected from transfer by more senior staff by the building administrator and one other administrator who is in the Instructional Division, chosen by the Association, based upon the need for maintaining the relationship between one or more specific students and a special education paraeducator and adherence to a written list of duties provided at the time of assignment to the student. Such protection must be with certification by the administrators that a change in paraeducators for the following year would be detrimental to any student's education. During such deliberations, Association members will have the right to submit written information and argumentation about the matter.

H. Reduction of Hours

If a position experiences a reduction in hours per day which results in a reduction of F.T.E., the employee in that position will have the right to transfer to the next available vacancy, which represents an increase in F.T.E., within that job classification for which he/she is qualified. If an employee wishes to move to a different job classification, he/she may apply and be given

preference over outside applicants provided he/she is qualified for the position and has a satisfactory evaluation.

If the administrator supervising the new position has objections to the possible placement, she/he may present those objections in writing to the Office of Human Resource Services and to the employee. If the employee wishes to challenge the written objections, he/she may submit a written statement to the Office of Human Resource Services and the supervisor, and may also request a meeting to discuss the objections. A representative of the Office of Human Resource Services will review the objections and any response, and will decide on convening any requested meeting. If the representative of the Office of Human Resource Services determines that the objections are valid, the employee will not receive the placement, but will be eligible, using the same process, for subsequent placement. This right shall continue for the remainder of the school year.

I. Temporary Employees

The Board may employ individuals not presently a member of the bargaining unit to fill temporary and/or newly created positions, which may last up to ninety (90) workdays. Individuals employed in a temporary or newly created position will not be entitled to placement into a bargaining unit position upon expiration of the temporary or newly created position.

Postings that have not been successfully filled and remain with temporary employees beyond ninety (90) workdays shall be refreshed.

J. Elimination of Positions

Any bargaining unit member whose position was eliminated and that same position is reestablished within a two year period shall have the right to return to that position provided they meet the qualifications. The bargaining unit member being returned will be compensated at the pay rate for the reestablished position should s/he choose to accept the position to which s/he would be returned.

K. Filling Vacancies

Vacancies will continue to be posted until they are filled.

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Article 10

Reduction in Personnel

- A. In the event the Employer decides to reduce the number of employees or eliminate positions, the following procedure shall apply:

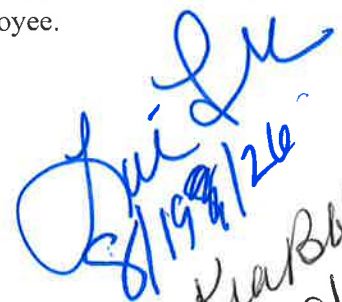
Prior to any reduction or recall in personnel, The District will meet with the Association to discuss the rationale for the reduction/recall and to review the contractual process that will be utilized.

1. Layoff shall be by classification except as described below.
2. If a **building** position is eliminated within a classification the **least senior** employee **from that building** in that position ~~classification may will~~ be reassigned to a vacancy of the same **classification and** F.T.E., and , **if no such position is available**, the same or lower pay rate in a different classification provided she/he is qualified and ~~has a satisfactory evaluation~~ **their last evaluation was satisfactory**. IF such a vacancy is not available, the least senior employee in the classification losing a position will be displaced from his/her position and reassigned to a bargaining unit vacancy of the same F.T.E. and the same or lower pay grade in a different classification for which she/he is qualified, or laid off, provided that that more senior employee ~~has a satisfactory evaluation~~ **last evaluation was satisfactory**. If more than one employee has been displaced, the more senior of that group will receive any reassignments to positions for the same F.T.E. and the same or lower pay grade for which he/she is qualified and the least senior will be laid off, if any employee is laid off.
3. If the position elimination is in the summer or for the beginning of the school year the following process shall occur. After the displacement within the classification has been completed, those who are about to be laid off will be reassigned in other classifications of the same F.T.E. and the same or lower pay grade, provided they are qualified for the other classifications, ~~have a satisfactory evaluation~~ **their last evaluation was satisfactory**, and the provided that the employee being reassigned has more seniority than the employee in the other classification.
4. The Employer shall notify, in writing, each employee whose position is being eliminated. Employees being laid off shall receive at least two (2) weeks' notice of layoff, or pay in lieu of notice.
5. Employees paid with State, Federal, or with District special funds which restrict the selection of candidates for any reason and/or elementary classroom assistants, will not be eligible to follow the bumping process. Rather, these employees shall be placed directly on the preferred eligibility list. Preferred eligibility list shall refer to the placement of an employee into a pool which permits preference over outside applicants for placement within any job category after all current obligations within that job category are fulfilled. To be given preference, the employee must meet the qualifications of the position and ~~have a rating on his/her last evaluation of 3.4 or better~~ **and their last evaluation was satisfactory**. If the placement on

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the preferred eligibility list is due to a reduction in personnel, ~~a satisfactory evaluation~~ their last evaluation must be satisfactory ~~is required for preference.~~

6. Childcare Workers who are laid off prior to the beginning of delivery of services to students for a school year shall have all rights described above. Childcare Supervisors who are laid off at this time shall have the right to bump into the least senior Childcare Assistant's position if the assistant has less seniority than the supervisor. If there is a layoff after the beginning of the childcare workers delivery of services to children, Section 7 shall apply.
 7. Childcare layoffs after the beginning of services to children shall first be by bumping the probationer with the least amount of service in that classification. If no probationers are employed at the time of the layoff, layoffs shall occur on a site-by-site basis. Further, Supervisors whose jobs are eliminated may bump Assistants at that site, provided that the Assistant has less seniority. All other provisions of this article except Section A.2 shall apply in all cases.
 8. Special education paraeducators may be protected from bumping by more senior staff by the building administrator and one other administrator who is in the Instructional Division, chosen by the Association, based upon the need for maintaining the relationship between one or more specific students and a special education paraeducator and adherence to a written list of duties provided at the time of assignment to the student. During such deliberations, Association members will have the right to submit written information and argumentation about the matter.
- B. Recall shall be in reverse order of layoff, by classification, provided the recalled employee is qualified to perform the duties of the vacant position. The recall can be to a different classification provided that the employee is qualified in the different classification, and that more senior employees are not denied recall through this process. Recall shall first be attempted by telephone, and if actual conversation with the employee occurs, the employee shall have twenty-four (24) hours to accept the recall. If no direct conversation takes place, then a mail recall notice shall be sent. Notices of recall shall be sent by certified mail to the last known address as shown in the Employer records. It shall be the employee's responsibility to keep the Employer apprised of his/her current address and telephone number where she/he can be contacted. If mail is used, the notice will be sent (return receipt requested). A recalled employee shall be given seven (7) calendar days, from the date of initial attempted delivery of the recall notice, to report to work or indicate acceptance of the position. The Employer may fill the position on a temporary basis until the recalled employee responds. Any employee who fails to respond to the recall notice within the timelines indicated above, or who declines to perform work for which she/he is qualified and where no other employee on layoff is qualified, shall forfeit his/her seniority rights, and the Employer shall have no further employment obligation to that employee. The laid off employee shall retain rights to recall for two (2) years, or length of service, whichever is shorter, after which the Employer shall have no further employment obligation to that employee.


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ARTICLE 11
DISCIPLINE AND DISCHARGE

- A. No non-probationary employee shall be disciplined (written reprimand, suspension, or discharge) without just cause. For purposes of this Agreement, just cause shall include but not be limited to:
1. Refusal or failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement;
 2. Refusal or failure to meet established work rules and standards;
 3. A pattern of tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence;
 4. Interference with the performance of assigned work by another employee of the Employer;
 5. Behaving in a threatening manner on the Employer's property;
 6. Using or being under the influence of illegal drugs or alcohol on the job or on the Employer's property;
 7. Insubordination;
 8. Possessing a weapon on the Employer's property;
 9. Theft of school or personal property from the Employer's property;
 10. Misrepresentation of hours worked;
 11. Absence from work for three (3) consecutive workdays without notifying his or her supervisor, unless clear and convincing evidence is produced to the Employer at the first opportunity establishing that the lack of notification was due to circumstances beyond the employee's control.

This does not preclude the Employer from suspending an employee with or without pay during the investigation process when the Board deems such removal from the place of employment to be necessary.

In circumstances where a videotape of alleged wrongdoing by an employee exists, the employee, their Association representative and the Board shall jointly view the video. Viewing the video does not preclude the Association from calling a caucus with the accused and then provide additional testimony to the Board.

- B. No non-probationary employee will be disciplined for any continued failure pursuant to item 1 or 2 or for conduct falling within items 3, 4, or 5 of Section A of Article 11, unless he/she has first been warned in writing that discipline may result from such cause. In imposing discipline (or discharge) the Employer may take into consideration all infractions which occur during a 48-month period.

This will not prevent the Board from taking immediate action in unusual or severe situations. Violations of items 6, 7, 8, 9, 10, or 11 may result in immediate dismissal.

- C. Should the disciplined or discharged employee consider the action to be improper, a complaint shall be presented via the grievance procedure.

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I. Staff Meeting

If required, employees shall attend and be paid for three (3) hours of staff meeting time in the first two weeks of school.

J. Remote/Virtual Instruction

Should circumstances in the school district warrant student/staff instruction to shift to remote/virtual process, all paraeducators will make the shift to remote/virtual instruction. Paraeducators will provide the instructional support at a location of their choosing. No paraeducators will lose hours of work resulting from the shift to remote/virtual instruction unless they are unable to perform the essential duties of their jobs remotely.

The district will provide paraeducators with all necessary technology to successfully provide instructional support during remote instruction.

K. Child-Care Activities When School is Not in Session

If the Board offers child care activities on full days when school is not in session, the following provisions shall apply:

1. Employees within the childcare classifications shall be selected for such work, with supervisors being able to also work as assistants, as follows:
 - a. Child care workers who wish to volunteer to work fun days will indicate their interest when solicited at the start of the school year. Workers may only volunteer to work at one site.
 - b. Each supervisor at the fun day site who volunteers shall share equally, to the extent possible, in the number of fun days to be worked, or the Board may select one supervisor to work all of the fun days. In the event one supervisor is selected, an administrator, upon request, shall provide a written statement, which explains why that decision was made. The remainder of available work will be assigned to other volunteers as provided in paragraph c. and following.
 - c. Volunteers who are most senior on the list for that site shall be selected first. They shall only be offered work once before all other members on the list are given the opportunity to work on such days.
 - d. Once each employee on that site's list has had an opportunity to work one day, the process shall start over again. Employees who have not volunteered or who subsequently decline the work shall not be eligible again until the process starts over.
 - e. If there is a change made for the remainder of the year in the sites to be used after the beginning of the year, the process described in a. Above shall be repeated and the new lists will then be used.

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- f. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last minute illness, the normal substitute process shall be used.
- g. In the event that there are an insufficient number of applicants at the start of the year to cover the various projected days, the Board may suspend the selection process, provided that if additional applicants who were not employed at the beginning of the year express their interest at least two weeks prior to the actual day, and the total number of applicants then exceeds the number needed, the Board will reinstate the process.

L. Child Care Services for Half Day

If the Board offers childcare services on days when school is in session for only a half-day. The following provisions shall apply:

1. Child care workers who wish to volunteer to work at their site on the half days will indicate their interest when solicited at the start of the school year. This list shall be separate from the fun day list: workers may only volunteer to work at one site, except as noted in #2 below.
2. Child care workers who are not selected to work at their site on any given half-day may submit their name to the child care specialist for possible work at other sites.
3. The same employees who work at that site shall be offered employment, with the most senior being offered work first, for the entire half-day. Each employee at that site shall be offered work for a second time.
4. If an insufficient number of employees at a site accept the work offer for the entire half day the site supervisor may either decide to: a) work with the on-site employees, who normally work less than a half-day and who have not accepted the extended hours work, to secure appropriate supervision, or b) request that the remaining hours be filled by other employees from other sites who are not working that day and who have submitted their names to the child care specialist for temporary work on that day.
5. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last-minute illness, the normal substitute process shall be used.

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M. Court Attendance

1. Employees who are either required or encouraged by police authorities or court officers to attend court hearings about job related matters about students will be compensated for any time required after their normal work hours. The supervisor may seek to have the hearing moved to during work hours.
2. If the supervisor does not support the employee, he/she may deny any compensation for hearings after school hours, but must submit her/his reasons in writing to the employee.
3. When the supervisor supports the action, the employee shall consult with his/her administrative supervisor regarding the method of compensation. The methods available are either compensatory time for the exact amount of time spent beyond normal work hours, or pay at the employee's regular hourly rate consistent with Article 17 Section B. If the employee and supervisor cannot reach agreement on a method of compensation, representatives of the Human Resource Services Office and the Union shall meet with the employee and supervisor to seek resolution to the problem.

N. Site-Based Decision Making

1. The parties agree that participation in Site-Based decision-making is a mutual goal. The Board will attempt to schedule participation times of employees at times when most participants can meet together.
2. The Board, through the employee's immediate supervisor, shall notify each employee at the beginning of each year that Site-Based decision-making activities after normal work hours shall either be paid or be strictly voluntary and there will be no negative consequences for employees who decline to participate.

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ARTICLE 12

WORK YEAR, WORKWEEK, AND WORKDAY

A. Work Year

The work year will be determined by the Board of Education and this provision shall not be construed to guarantee a set work year employee or number of hours to any bargaining unit member. All employees in a position will work on reporting to parent days, between semesters and for a full day on the last day students attend school, except for Childcare workers who may work a modified schedule. In the case of increased pupil instruction time in the classroom by teachers, the Board agrees to meet with the Bargaining unit to discuss a corresponding increase in hours for bargaining unit members.

B. Work Week

The normal workweek shall be Monday through Friday. However, the Board of Education may adjust this schedule to five (5) days within a seven (7) day period as needed.

C. Special Work Hours

1. Employees may be assigned to work on tasks at hours beyond their normally scheduled workday. All assigned additional work must have prior approval of the immediate administrative supervisor. Additional assigned work will be compensated at the regular hourly rate consistent with Article 17 Section B.
2. If an employee believes there is a workload problem related to Paragraph 1 above, he/she may request a meeting to discuss and seek resolution to the problem. Such a meeting may include a consideration of the employee's concerns regarding negative consequences related to the problem. Upon receipt of such a request, their supervisor shall attempt to resolve the issue. If no resolution is found, the supervisor shall arrange a meeting with other appropriate building staff and representative of the Union. A representative of the Human Resource Service Office may attend.

D. Work Day

The employee workday will not exceed eight (8) hours per day unless additional time is required and approved by the immediate administrative supervisor. In circumstances where administration has reasonable cause for concern regarding a paraeducator's timely attendance, administration reserves the right to require paraeducator to account for their times including, but not limited to, their beginning work times and ending work times.

E. Work Day Breaks

1. Employees who work an eight (8) hour day shall be entitled to two (2) fifteen (15) minute relief periods each day as assigned by the Administration. Employees who work less than eight (8) hours per day but six (6) hours per day or more shall be entitled to two (2) ten (10) minute relief periods per day. Employees working between four (4) and six (6) consecutive hours per day shall be entitled to one (1) fifteen (15) minute relief period.

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Article 12 – Work Year, Workweek, and Workday

Originally signed November 12, 2025

Revised August 19, 2026

2. If there is some reason on a given day that any employee, except childcare workers, cannot take relief time, and if the administrative supervisor agrees with the reason, the employee and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If a recurrent pattern of inability to take relief time develops, the administrative supervisor and employee will meet to develop a plan to eliminate the reason for the inability to take relief time.
3. If there is some reason on a given day that a childcare worker cannot take relief time, and if the administrative supervisor agrees with that reason, the childcare worker and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If this is not feasible then, with the administrative supervisor's approval, the worker may be paid in lieu of taking the time. If a recurrent pattern of inability to take relief time develops, the administrative supervisor and the childcare worker will meet to develop a plan to eliminate the reason for the inability to take relief time.

F. Lunch

All employees, except those employed at Community High School, ~~Roberto Clemente~~ and in the Child Care Program, and will have not less than a thirty (30) minute duty-free lunch period. Exceptions to the lunch arrangement may be made as needed. Lunch periods will be unpaid and the time during the day will be assigned by the building administrator. **The employee's lunch period will not begin earlier than one and one half (1.5) hours after the start of the employee's workday and will not end one and one half (1.5) hours before the conclusion of the employee's workday. A lunch period may be scheduled outside the time parameters stated above with consent of the employee involved.** Employees who are required to be on duty during their lunch period **to support a student or as a result of a licensing requirement,** will be paid for that time **at their hourly rate.** The length of the lunch period for any individual will not change ~~from that of 1990-91~~ without prior notice to the ~~Union~~ **Association.** A lunch period will not vary more than 1.5 hours before the employee's normal starting lunch time or 1.5 hours after the employee's normal ending lunch time in order to accommodate an IEPC, MET, or an emergency.

~~Employees may choose, if requested, to forgo their 30-minute lunch period and work as a noon-hour lunch worker for 30 minutes. Employees will be paid the noon-hour lunch rate for that time period~~ **If required by an administrator and agreed upon by the employee to forgo their 30 minute lunch the employee will be paid at their hourly rate.**

Preschool employees will be compensated at their hourly rate in lieu of being assigned a lunch period.

G. Incident Weather

See Article 22 - Emergency Closing Days.

H. In-service

See Article 23 - Professional Development.

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the first occurrence. Third and fourth occurrences are defined as one (1) or more consecutive days of absence following the second or third occurrences. For the purposes of progressive discipline, occurrences absences in Paragraph C-2 may not be counted over a period of 24 months.

D. Common Sick Bank

1. The Association may maintain a Common Sick Bank through donations from the members. Effective at the beginning of each school year, employees will contribute up to one (1) day from their personal sick leave accumulations to the Sick Bank. The members' contribution each year will bring the number of days in the Sick Bank to a maximum of two (2) times the membership of the Association. Employees who have exhausted their accumulated sick leave may request use of Sick Bank from the Sick Leave Bank Committee. Sick Bank may be used for personal illness or the physical disability of an employee covered by this Agreement. The allocation of sick bank days shall not exceed the number of days needed to access the Employer provided Long Term Disability benefits. Any days remaining in the bank at the end of a school year shall be carried over to the next year, in addition to those funded above. Unused days contributed by the Employer prior to June 30, 2004 shall remain in the Sick Bank.

The ~~union~~ Association will provide quarterly reports to the Assistant Superintendent of HR or designee with the beginning balances, days donated, itemized list of usage and resulting balance.

2. The ~~union~~ Association will establish a Sick Leave Bank Committee, to make decisions on allocations to any applicant. The Committee members shall be held harmless by the Employer and the Association for any decisions they make provided those decisions are consistent with mutually approved guidelines for the operation of the Sick Leave Bank and with the law. The decisions of the Committee will be final, and not subject to the grievance procedure described elsewhere in this Agreement.
3. Employees who have exhausted their accumulated personal sick leave credits, or employees who have utilized all but five (5) personal sick leave days and who experience an absence of more than four (4) consecutive weeks or more than twenty (20) days in an eight (8) week period for the same illness, may apply for withdrawals in accordance with the following procedures.

The Sick Leave Bank Committee, as described in number 2 above, shall determine if applications shall be approved, and may require a second doctor's opinion prior to their

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4. Employees applying for using the Common Sick Leave Bank shall call the Office of Human Resource Services prior to the end of the first day when they need to use the Bank whenever medically possible. In cases where they are unable to call, the Sick Leave Bank Committee may waive this requirement. They shall provide a doctor's note to the same office by the fifth day of the illness or disability unless medical circumstances don't allow them to do so. In that case, they shall provide the doctor's note as soon as possible. If an absence is not anticipated to be more than four weeks and then becomes that length, the employee may apply for a retroactive allocation.
5. Days from the Common Sick Leave Bank shall be used only for a physical disability or illness of an employee, which in the judgment of a physician makes it necessary for the employee to be absent from his/her assignment for more than four (4) consecutive weeks.
6. The Sick Leave Bank Committee shall determine the number of days that can be granted to any one individual and at any one time. The amount granted may or may not cover the employee's total period of disability or illness.

Note: Section of Article 14, D has changes per MOA signed 5/8/2026.

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Article 14 – Tentative Agreement
August 19, 2026

ARTICLE 14
SICK LEAVE

A. Accruals

~~1. Employees hired before July 1, 2004 shall receive sick leave accruals as follows:~~

~~1—10 years of service 1.0 day/month~~

~~11+ years of service 1.5 day/month~~

~~Beginning with the 2023/24 fiscal year, all~~ All Employees (with the exception of those stipulated in 14(A)(2)) shall receive 1.5 sick days per month.

2. Employees who on January 1, 2004 were accruing sick leave at 2.0 days/month will continue to accrue and accumulate sick leave at the same rate.

3. Sick leave may accumulate to a maximum of one-hundred and twenty-five (125) days

Employees who on June 30, 2004 had accumulations in excess of 90 days will keep their current accumulations, however such accumulations shall never exceed their June 30, 2004 accumulated balance, **or 125 days whichever is greater.**

4. For employees who work summer school, sick leave days the length of the summer school day can be utilized by the employee for the purposes described in this article, and according to the following schedule:

Work less than seven weeks - 1 day

Work seven weeks or more - 2 days

These days shall not accumulate from year to year nor be credited to sick leave earned by the employee during the year.

5. Those employees who work in the split position of Child Care/Paraprofessional will be issued a separate sick bank accrual for time worked in child care. Child care accrual will be based on contractual 1.25 hours per day X 10 days for maximum of 12.5 hours per year.

B. Use of Sick Leave

1. Sick leave may be used in full or half-day increments.

2. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability, or for illness or injury in the immediate family, which necessitates absence from work.

"Immediate family" in such cases include the employee's spouse, children, parents or foster parents, dependent brothers and sisters and grandparents, and parents-in-law.

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Human Resource Services may, under extenuating circumstances approve exceptions to this definition.

3. Sick leave cannot be used for childcare or birth to a member of the immediate family, as defined in two above, who does not reside in the employee's household. Exceptions may be made by Human Resource Services.
4. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period or when there is reason to suspect abuse.
5. Employees may use sick days for the purpose of religious observances.
6. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family. Exceptions may be made by Human Resource Services.
7. **A maximum of five (5) sick leave may be used for the bereavement of an immediate family member.**
8. Child care workers shall notify their supervisor when they are going to be absent, at least one hour prior to the worker's reporting time.

C. Restrictions on Use

1. Sick leave which qualifies under FMLA guidelines and/or would be deemed eligible under STD criteria would be paid leave up to the maximum of the employee's accumulated sick bank, provided it meets the qualifications in paragraph B above. Further days which meet FMLA standards would be unpaid but not subject to discipline or dismissal if taken under an approved leave of absence.
2. Use of sick leave beyond the employee's personal sick leave accumulation, except those days taken while on an approved unpaid leave of absence (in accordance with Article 15), will be subject to the following progressive discipline:

1st occurrence – letter of warning and meeting with supervisor

2nd occurrence – ~~1-day unpaid suspension~~ **Written reprimand**

3rd occurrence – ~~5-days unpaid suspension~~ **1-day unpaid suspension**

4th occurrence – ~~termination~~ **5-day unpaid suspension**

5th occurrence - Recommendation for termination

First Occurrence is defined as one (1) or more consecutive days of an absence. **Second occurrence is defined as one (1) or more consecutive days of an absence following**

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ARTICLE 16

WORKER'S COMPENSATION

If an employee is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one of the following options:

- A. ~~The benefit for which he/she is eligible under the Act with no deduction from sick days.~~
- B. ~~The benefit for which he/she is eligible under the Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorate basis. This difference shall be paid until such time as the accumulated sick leave days are used up.~~
- A. The Board shall cover all bargaining unit employees under the Michigan Worker's Compensation Act. Bargaining unit employees receiving payment for claims under the Act shall be paid the difference between such payments and their normal daily rate of contractual take-home pay. No deductions from an employee's accumulated sick leave shall be made for absences due to any occurrence covered by the Michigan Worker's Compensation Act. The supplement of Worker's Compensation by the Board shall continue for a maximum of five (5) years for any individual.
- B. No deductions will be made for the first five workdays of absences due to physical injury or disabling physical symptoms that are the result of student assaults on an employee. The employee must be in compliance in order to receive these days. The Board may employ the same medical examination procedures provided for Workers Compensation absences. The Board shall provide the first twenty-one (21) days in each year to be used under these circumstances. If the number of days exceeds twenty-one (21), the days will be provided from the Sick Leave Bank in Article 14.
- C. If an employee is injured on the job seeks immediate medical treatment for that injury, the employee may make a written request to the Human Resource Services Office not to be charged for any sick leave, personal business days or be docked pay during the period of treatment at the medical facility that day. Medical documentation may be required.

Kia Bakgers 8/19/26
Jui Sh 8/19/26

ARTICLE 19

HOLIDAYS

A. Holidays

Unless school is in session, the following days will be considered holidays and employees shall receive their normal daily rate of pay: Labor Day, the Wednesday before Thanksgiving, when school is not in session (effective the 2027-2028 school year), Thanksgiving, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Martin Luther King Day, Memorial Day, and Independence Day.

B. Qualifying for Holiday

In order to qualify for holiday pay*, employees must work the last scheduled work day before the holiday and first scheduled work day following the holiday, and the holiday must fall within the employee's normal work year. If a holiday falls on Saturday, Friday shall be considered the holiday and if a holiday falls on Sunday, Monday shall be considered the holiday.

* Does not apply for the Labor Day Holiday.

C. Floating Holiday

The District shall provide 2 paid days for observing religious holidays which fall on a workday. These days will have no carry over, transfer, or payout. Days must be entered by the employee into the attendance management system no later than five (5) workdays prior to the date of use. Employees will be required to use sick days for any religious holidays beyond these two (2) days.

Khabibegova 8/19/26
D. J. 8/19/26

ARTICLE 21
PERSONAL BUSINESS

A. Personal Business Days

Each employee shall be allowed, in addition to sick leave, two (2) personal business days per school year, for compelling personal business affairs. ~~Childcare workers shall not be entitled to this benefit until the completion of five (5) or more years of service.~~

The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours in advance of his/her intent to take a personal business day. Full or half days may be used for personal business. The employee need not disclose the nature of the personal business or affairs involved. However, employees are expected to sign a statement, which states, "I have a need for a personal business day in order to accomplish pressing personal business which cannot be done outside the normal workday or work-week." Personal business days may not be used on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency and prior written approval is received from Human Resource Services. Unused personal business days will be credited to accrued sick leave at the end of the school year.

On the day before or after a holiday break up to ten (10) bargaining unit employees (per day) may use a personal leave day from their allotted time. These days will be granted on a first come, first serve basis and request must be made at least five (5) workdays prior to date of the request and must be sent via email to Human Resources (hr_specialholidayrequest@aaps.k12.mi.us). Denied days shall be non-grievable.

B. Employees on Probation

Employees on probation shall accumulate personal leave days during their probationary period but shall not be allowed to use them until after successful completion of the probationary period.

C. Conversion of Sick Day to Personal Day

~~One (1)~~ **Two (2)** Sick Leave Day may be utilized as Personal Business Day, not to be used on payday Fridays, before or after a holiday, vacation period, or during the first or last week of the school year.

Kwabagena
8/19/2026
Quish
8/19/2026

ARTICLE 23

PROFESSIONAL DEVELOPMENT

A. In-service Opportunities

The Employer and Association agree to meet, by March 15 prior to the new school year, to begin the process of identifying in-service opportunities for bargaining unit members and developing a list of District approved offerings. This will include discussion of the method(s) of providing those opportunities and any in-service days offered by the Employer. Additional offerings may be added during the year. The Association shall contribute training suggestions based upon the priorities of their membership.

B. Professional Development Outside of Work Hours

Each employee, except childcare workers, will be required to obtain a minimum of twelve (12) hours of professional development in exchange for two (2) paid days off work to be determined by the negotiating teams of both parties.

These twelve (12) hours must be obtained outside of the employee's scheduled workday.

Any or all of these hours may be mandated by the Employer. A minimum of one (1) month notice shall be given for attendance at a professional development session mandated by the Employer and scheduled outside of the employee's workday.

New employees hired after mandated trainings have originally been offered will be offered these trainings within thirty (30) days of their hire date as scheduled by the Employer.

C. Assistance in Becoming a Teacher or Obtaining an Additional Degree for Potential Job Advancement in the District

The Association will periodically notify its members of possible in-service opportunities that will assist members who aspire to become teachers employed by the Board. At such time as the Union has a group of ten (10) or more who are willing to attend a workshop, the Union shall notify the Human Resource Services Office. That office shall then arrange for information and/or other opportunities to learn about preparing applications for, and interviewing for teacher vacancies with the Board, and the procedures used by the District in filling teaching vacancies.

If an employee has applied for and not received four (4) positions within a two (2) year period, or if an employee has been reverted by the Employer, or if an employee has experienced an unsuccessful trial period, he/she may request an Assistance Conference. A representative of the Association and a representative of Administrative Services shall meet with the employee to help identify potential areas for improvement.

Leaves of Absence without pay or other benefits may be granted to cover from the beginning through the last day of student teaching assignments or internship or course work that members must complete to finish requirements for a degree. Should there be a denial by the Board of the leave request the parties agree to meet in problem solving to discuss the reasons for the denial. The problem-solving option contained herein does not preclude the employee from filing a grievance. Upon termination of such leaves employees shall be entitled to return to their previous position. To be eligible for such leaves the employee must have been employed by the District more than one (1) year. This provision will supersede any restrictions on leaves of absence elsewhere in this Agreement.

Kia B. Hagen
8/19/26
Qui 72
8/19/26

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Article 23 – Tentative Agreement
August 19, 2026

D. Specialized Training

Employees who are being assigned positions which require them to provide assistance of a hygienic nature, or which require them to have specialized training shall receive that training prior to their first day of sole responsibility for the student(s). The foregoing may be temporarily waived in emergency situations which are beyond the reasonable control of the Board with the understanding that the appropriate training will be provided as expeditiously as possible and provided that the employee is not required to perform medical type duties which require training under the public health code.

E. Professional Development on Non-Student Attendance Days

The Employer may offer professional development opportunities to paraeducators and/or child care staff on workdays when students are not in attendance. These sessions may be mandatory. If the sessions are not mandatory, the employee must work with his/her supervisor to be released from the building in order to attend these sessions.

Effective 2027-2028 school year, if students are in session the Wednesday before Thanksgiving, and this day is not a paid holiday for the bargaining unit members (per Article 19), a Professional Development day shall be added to the bargaining unit work calendar prior to the first reporting day for students to complete required virtual training modules. This day, when in place, shall be an asynchronous day for bargaining unit employees.

F. Child Development Associate Credential (CDA)

Childcare workers may be granted District paid tuition scholarships assistance to be used toward the cost of obtaining a CDA credential, when the following conditions apply:

1. The employee presents evidence that he/she has been denied scholarship assistance for the CDA program from the following sources: Federal financial aid, T.E.A.C.H., Early Childhood of Michigan, the Childcare Network, and/or a university affiliated scholarship program.
2. The employee needs a CDA credential to meet Michigan Department of Licensing and Regulatory Affairs requirements.
3. The employee makes a commitment to work in the AAPS Childcare program for a minimum of one (1) year after the CDA is obtained, or the amount of scholarship assistance must be reimbursed to the District.

G. Professional Expectations

Both parties agree that it is the employee's professional responsibility to obtain the training and information necessary to do his/her job. Occasional attendance (up to four (4) times a year) at staff meetings and necessary business meetings, without additional pay, is an expectation for all employees. All childcare employees are required to maintain current certification in CPR and First Aid. They must also comply with continuing educational requirements for childcare workers as required by law and state regulations.

- H. All newly hired paraeducators will be required to attend two (2) consecutive orientation professional development sessions. One orientation session will be scheduled in the first semester and another in the second semester.

Note: MOA signed on 5/8/2026 regarding: GYO needs to be added to Section C.

Handwritten signatures and dates:
Kia [Signature] 8/19/26
Jui [Signature] 8/19/26

ARTICLE 24
PROTECTIONS BY THE BOARD

A. Worker's Compensation Absences

For the first five (5) workdays of workers' compensation absences due to physical injury or disabling physical symptoms that are the result of student assaults on employees, or which are incurred while physically intervening in fights, the Employer shall supplement the benefit for which the employee is eligible under the Act, by the difference necessary to equal his/her regular salary. Such difference shall be not charged against the employee's accumulated sick leave days. The Board may employ the same medical examination procedures provided for Workers Compensation absences.

In the event an employee is required to report for a follow-up appointment, as ordered by the District's medical provider, within the first ten (10) days after the reported student inflicted injury, this additional time shall also not be charged against the employees sick or personal time.

B. Personal Property Damage

The Board shall reimburse any employee for any loss, damage or destruction of personal property which arises out of such employee's reasonable performance of his/her employment, ~~not including vehicles and not covered by other insurance or caused by the employee's negligence~~, provided that the personal property involved is reasonably needed by the employee personally or professionally and is not readily available in the building or through the Board. The Board shall be liable only for that portion of the loss in excess of ten (\$10.00) dollars and not exceeding a total loss of ~~two hundred (\$200.00)~~ **four hundred (\$400.00)** dollars. The Board shall be liable for the loss of money not to exceed one hundred (\$100.00) dollars provided said money is deposited in the school safe during the school day. The Board shall not be liable for money left overnight, during weekends, or vacation periods. The Board shall make a decision on approval or denial of such claims within thirty (30) days of receipt of the claim or additionally requested information, whichever is later.

C. Religious or Political Activities

Employees shall be entitled to full rights of citizenship; and the religious or political activities, or lack thereof, of any employee shall not be grounds for any disciplinary action or discrimination with respect to the employment of such employee.

D. FOIA Requests

If the Board receives a Freedom of Information Act request for documents in an employee's central personnel file, the Employer shall make a good faith attempt to promptly orally notify the employee and the Association of the receipt of the request. Upon request and insofar as time reasonably permits, the Employer's designated FOIA Officer shall meet with the affected employee and/or the employee's representatives to review the board's proposed response to the request.

The provision in this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargain representative.

E. Student with Felony Conviction

When information is known, and it is permissible by law, the Employer shall make reasonable efforts to notify the affected employee(s) prior to the placement of any child who is a delinquency ward of the juvenile court based on an adjudicated felony or who has been convicted in adult court of a felony.

F. Controlling Student Behavior

The parties agree that physical contact for purposes of controlling a student's behavior must be a last resort, and must be avoided whenever possible.

G. Home Visits

Home visits by employees are an expectation in some programs and at times desirable in other programs. Employees who have reason for concern for their personal safety in visiting or supplying program support in a specific home may initiate the following procedure:

1. The employee should discuss the nature and basis of his/her concerns with the employee's building or program supervisor.
2. After the discussion with the supervisor, a safety plan will be developed by the supervisor with input from the employee. Such plan may include accompaniment by another staff member or other procedures deemed necessary and appropriate.

Krista Hagers
8/19/26
Quish
8/19/26

ARTICLE 28

OTHER CONDITIONS OF EMPLOYMENT

- A. Employees shall be provided with a secure place to store outdoor clothing, purses, and other supplies and equipment needed in the performance of their duties.
- B. Employees shall not be assigned as substitute teachers. In an emergency, an employee may be temporarily assigned to supervise a group of students because of no substitute being present, but there shall be no expectation of instruction being provided. If an employee believes that this supervision time is excessive, he/she may request a conference with the building principal, the Deputy Superintendent for Administrative Services, and the Association to resolve the situation.
1. Paraeducators who have a minimum of sixty (60) college credit hours may be assigned to substitute teacher positions in addition to their regular assignment. The Paraeducator must hold a valid Michigan Substitute Teacher Permit, the cost of which will be covered by the District;
 2. When this occurs, paraeducators will continue to be compensated at their regular daily wage;
 3. In addition to their regular daily wage, paraeducators assigned to a full-day substitute teacher assignment will be compensated an additional one-hundred twenty dollars (\$120.00); and paraeducators assigned to a half-day assignment will be compensated an additional sixty dollars (\$60.00);
 4. If the substitute teaching assignment is completed prior to the completion of the paraeducators regular daily assignment, the paraeducator will return to their regular assignment.
- C. Pre-school and Self-Contained Paraeducators will be paid an additional seventy-five (\$75.00) on any day that their assigned classroom teacher is not available. In the event there are multiple assistants in the classroom, the senior paraeducator would receive the additional pay; future dates would rotate among the remaining paraeducators assigned to the classroom.
- D. In addition to other job duties as specified by the employer, a Childcare Supervisor shall serve as a liaison between the Childcare Coordinator and the Childcare Assistants. The liaison duties shall include:
- Forwarding staffing concerns to management
 - Making recommendations for program changes and improvements
 - Investigating and reporting alleged incidents of childcare staff misconduct to the Coordinator
 - Investigating complaints.

If a Childcare Supervisor receives a complaint about staff from a parent and/or student, the Supervisor must report the complaint to the Coordinator. The Supervisor may not issue discipline

Kia Blagden
8/19/26
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If a Childcare Supervisor has concerns regarding the performance of a Childcare Assistant that is serious in nature, the Supervisor must share these concerns with the Coordinator in a timely manner.

- E. Special Education Teacher Assistants who have participated in the Trained Diabetic Personnel training class and have accepted assignments related to the program, be reclassified on the salary schedule from Group 3 Classification into Group 2 Classification. After July 1, 2026, any individual doing this work shall be compensated an additional one dollar (\$1.00) per hour above their regular hourly wage and shall not change classifications.

One Dollar (\$1.00) per hour above the employee's regular hourly rate shall be paid to employees trained for and involved with the following procedures: catheterization, shallow suctioning, postural drainage, tube feeding, ostomy care (including but not limited to: tracheostomy, colostomy, ileostomy, urostomy) and other procedures identified by the Board of Education when students in need of such services.

Any other requests for changes must be agreed upon by both administration and the union.

If the employee is no longer willing or able to perform the necessary functions of the position, it is agreed that his pay and job category will revert to ~~the Group 3 Classification~~. their regular hourly wage.

Khabbaga 8/19/26
Gai F. 8/19/26