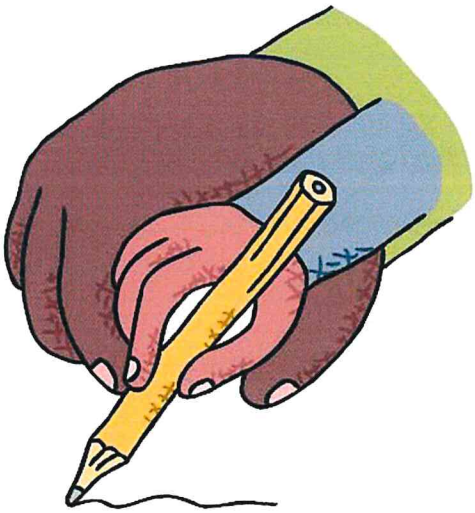
Master Agreement

Between the
Haslett Paraprofessional Association,
MEA/NEA

And the

Haslett Board of Education



2026-2028

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ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Michigan Public Acts of 1965 as amended, the Board hereby recognizes the Haslett Paraprofessional Association/MEA/NEA (HPA) as the sole and exclusive bargaining representative for all full-time and regularly scheduled part-time aide/paraprofessional employees, state certified sign language interpreters, and child care teachers. Excluded from the bargaining unit are: supervisors, substitutes and all others.

ARTICLE 2 - RIGHTS OF THE BOARD

A. The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education as stated in Board of Education Policies, Board of Education minutes, the administrative rules/guidelines, or powers which heretofore have been properly exercised by it, shall remain unaffected unless changed by this Agreement and shall remain in full force and effect, unless and until changed by the Board. Any additions, subtractions or revisions, as made by the Board from time to time, shall become and remain unaffected by this Agreement, and in full force and effect unless changed by the Board.

Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement, shall include by way of illustration, and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the work force and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the work force, including the right to hire, evaluate, promote, discipline and discharge employees; transfer employees; assign work or extra duties to employees; to provide for employee health, safety, and first aid; and determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations; to determine the methods, schedules and standards of operation; the means, methods, and processes of carrying on the work; including the automation thereof or changes therein; the instruction of new and/or improved methods, or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

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

10. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

11. Determine the policy affecting the selection, the testing or training of employees providing such selection shall be based upon lawful criteria.

B. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall be limited by the expressed provisions of this Agreement.

ARTICLE 3 - ASSOCIATION AND EMPLOYEE RIGHTS

A. The Association shall have the right to use Haslett school buildings and facilities provided such usage does not interfere with District operations. Requests will be submitted through the procedures established by the District and are subject to the provisions of Board Policy. Any costs above and beyond the building usage policy incurred through such usage shall be assumed by the Association.

B. The Association shall have the right to use District equipment (including copy machines, audio visual equipment, etc.) with the approval of the Superintendent or their designee. Any costs of materials incurred in such usage shall be assumed by the Association.

C. Employees will be provided all materials, equipment and technology reasonably necessary to perform their expected duties.

D. The Association shall be entitled to a maximum of six (6) days of released time each year for the purpose of conducting Association business. Should a substitute be employed, the Association agrees to reimburse the Employer for the normal costs of said substitute.

E. Individual mailboxes shall be made available to the Association and bargaining unit members in each building that bargaining unit members are assigned to. The Association shall have the right to use the regular interschool mail services and mailboxes for communications to its members provided such mail is marked Haslett Paraprofessional Association business.

F. Duly authorized representatives of the Association shall be permitted to transact official business on school property, provided that such business shall not interfere with normal operations. Representatives of the Association not employed by the District shall notify the supervisor of the affected employees of their presence.

G. The Association may request the Board place items of interest to it on the Board agenda. These items must be filed with the Superintendent one (1) week before each regular Board meeting, unless agreed otherwise by the Superintendent or their designee.

H. The Board shall make lunchroom space available when possible, and lavatory facilities in each building where bargaining unit employees are assigned. Space for bulletin boards in each building shall be made available to the Association.

I. Telephone facilities shall be made available for staff use. Phone usage shall be for school-oriented business and/or personal business that cannot be conducted at another time.

J. Existing parking facilities shall be made available to bargaining unit members for their use.

K. The Association shall be notified in advance of any pending policy adoption affecting bargaining unit employees and shall have the opportunity to inform the Board of its opinion on the proposed policy. The Association shall have the opportunity to recommend areas in which policies might be adopted or changed.

L. Upon request, a bargaining unit member shall have the right to review the contents of their personnel file, excluding confidential pre-employment references. At the unit member's option, a representative of the Association may accompany the bargaining unit member in such review. Should the bargaining unit member disagree with the content of any item in the personnel file, they may have a written statement attached to the item.

M. Should a bargaining unit member voluntarily use their cell phone as a part of their work obligations, the Board agrees that under no circumstances will the Board require or demand access to an employee's phone based upon their participation in the multi-factor authentication process or other phone usage and that such participation does not constitute an exception under Section 5 of the Internet Protection Privacy Act.

N. The District shall inform the Association of all new hires, resignations and terminations within one (1) week of the change in status unless extenuating circumstances exist. Violations of this provision shall be corrected by the District and shall not be subject to

the grievance procedures.

O. The Board agrees to deduct membership dues for the Association from a bargaining unit member's wages upon submission of a voluntary written authorization this is in compliance with the Payment of Wages and Fringe Benefits Act from the bargaining unit member to the Superintendent or their designee.

- If the bargaining unit member provides written notice to the Superintendent or designee that they are nullifying their authorization from dues deductions, the Board shall have the right to immediately suspend collection of the membership dues for that specific employee.

- Deductions will be made in equal amounts from the paychecks of bargaining unit members beginning with the second pay following receipt of the voluntary written authorization from the bargaining unit member and continuing through the last pay in June of each year.

- Bargaining unit members who are employed at the start of the school year may elect payroll deduction of dues until the second Friday in September. Bargaining unit members who are hired after the start of school will have thirty (30) days to elect for payroll deduction.

P. Upon receipt of authorized payroll deductions of Association dues, assessments and contributions to the Association, the Board shall transmit these payments promptly to the Michigan Education Association via ACH.

Q. Accompanying the distribution of payments will be a report indicating amounts attributable to each bargaining unit member with the member's name and employee ID number. The Association will provide a spreadsheet template for the ease of reporting information.

R. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, costs, damages, attorney fees back pay, and all court and administrative agency costs that may arise out of or by reason of action taken for the purpose of complying with dues deduction and collection provided the Board is in substantial compliance with the provision of sections O-R of this Article.

S. In the event of a verified overpayment in salary or benefits, under the terms of this Agreement, the bargaining unit member shall be notified of the issue in writing and shall make repayment to the District. If the bargaining unit member fails to make the repayment, the District, after giving the required notice, may payroll deduct the overpayment to the extent and at the rate allowed by MCL 408.477.

ARTICLE 4 - STATE AND FEDERAL LAWS

A. The Board agrees that every bargaining unit member shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and to participate in other protected activities for their mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, coerce or deprive any bargaining unit member of any rights conferred under the Public Employment Relations Act.

B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex (including sexual orientation, gender identity or expression), marital or family status, military status, ancestry, genetic information, height, weight, disability, handicap or any other legally protected category, (collectively, "Protected Classes"). The prohibitions against discriminatory conduct provided in Section B refer to the scope of protections afforded to protected classes of employees, as defined by state or federal law.

C. The Association and bargaining unit members agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any employee or group of employees during the period of this Agreement.

   The Association and the bargaining unit members recognize that the provisions of the Public Employment Relations Act convey to the Board the right to implement discipline for a violation of the law prohibiting strikes.

D. The Board, Association and bargaining unit members agree that there will be no reprisals, directly or indirectly, against any person by virtue of having filed a grievance, a complaint with an administrative agency or by virtue of instituting a legal action in the courts.

E. In that the Board and Association are subject to the Americans with Disabilities Act (ADA), and other similar state and federal legislation, any adjustments necessary in the contract to reasonably accommodate a disability will be submitted in writing and executed by the parties without undue delay. Action will not be initiated by the Board under this provision without notifying the Association Executive Team and permitting the Association to be present during any discussions on accommodation with the employee that impact the terms of this Agreement.

   In the event any provision of this Agreement or application of the Agreement conflicts with the ADA or similar state or federal legislation, the legislative requirements shall prevail. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.

F. The Administration and the Association will meet monthly as needed during the school year (September – May) for the purpose of resolving issues that may arise, or other matters not specifically covered by this Agreement. These meetings are not intended to bypass the grievance procedure.

G. Neither party shall have any control over the selection of bargaining team members of the other party. The designated teams will be empowered to reach tentative agreement on behalf of their respective constituencies. Final agreement will be subject to each party's ratification procedures.

ARTICLE 5 - PROTECTION AND SAFETY OF BARGAINING UNIT MEMBERS

A. An assault upon a bargaining unit member which has its inception in a school- centered problem shall be reported immediately to the employee's supervisor or administrator.

Except where restricted by law, the Board agrees to provide informational assistance to legal authorities and the employee in the investigation and prosecution of complaints under this provision.

If T.B. tests are required by the State of Michigan for certain positions within the bargaining unit, the District will pay the cost associated with the tests through the Ingham County Public Health Department. If an employee prefers to go to their own health care provider, the reimbursement will be limited to the cost charged by the Ingham County Health Department.

B. If an employee is complained against or sued by virtue of disciplinary action taken by the employee against a student, the Board, after review of the case and its determination that the employee acted within the scope of Board policy and law, shall provide informational assistance to the employee in their defense.

C. Bargaining unit employees have a primary responsibility for assisting with student discipline and control. The Board will provide reasonable assistance and support to employees in the implementation of the District's policies and procedures governing student conduct and discipline. Bargaining unit members shall be provided with current written behavior plans for each student with whom they are assigned to work to extent allowed by law.

D. A bargaining unit member who believes an unsafe or hazardous condition exists within the workplace, shall notify their supervisor. Complaints received under this section will be investigated without undue delay.

E. After the employee's second anniversary date, the District will reimburse up to $35 for office visits necessary to obtain a physician's fitness statement required by the State of Michigan.

F. Bargaining unit members will be provided a key to each room they are assigned to work including special education rooms, instructional rooms, sensory rooms, restrooms, bookrooms, and any other room they may require access to for their safety and the safety of the students as well as to support the students(s) they are assigned.

G. Bargaining unit members will be included in relevant building safety and security trainings/professional development including, but not limited to CPI, ALICE, Stop the Bleed, Run-Hide-Fight Safety protocols, Lock-down protocols, as well as any new or updated safety and security initiatives the district implements.

H. Bargaining unit members shall have access to all the emergency, safety, and security protocols for their building(s).

I. Bargaining unit members who perform a delegated specialized health care service, as determined by the Director of Student Services or their designee, shall be provided with training and a written plan prior to performing the service. A bargaining unit member who believes the training provided is inadequate shall notify their supervisor consistent with Section D of this Article.

ARTICLE 6 - DISCIPLINE AND RELATED ISSUES

A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions which are not inconsistent with the terms of this Agreement.

B. The Association and employees recognize that abuses of sick leave or other leaves, chronic tardiness or absences, deficiencies in performance, and other matters, adversely reflect upon the District and create undesirable conditions in the school building. When such problems exist, the Board will indicate to the bargaining unit member the expected correction(s) through the approved evaluation process. The bargaining unit member will be allowed a 90-day period of time for improving issues of concern.

C. Probationary bargaining unit members shall be subject to discipline and/or discharge without recourse to the grievance procedure. No non-probationary bargaining unit member will be disciplined, reprimanded, reduced in rank, or discharged without reasonable and just cause.

D. Upon request, an employee shall be entitled to have a representative of the Association present when being investigated, reprimanded, or disciplined. Such a request will not unduly delay the implementation of any disciplinary action.

E. Normally, progressive discipline will be applied and in general may include oral warning(s), written reprimand(s), suspension(s) and discharge. While a progressive process will be followed under normal circumstances, the Board reserves the right to bypass the normal progression when the nature or severity of the offense warrants it or

where the employment history of the employee involved warrants a deviation from the normal progression.

F. Employees with a criminal history, or employees who have upon verification and review falsified their employment application, may be discharged at the discretion of the Board.

G. Written discipline will be signed or received in summary form by the employee and will be placed in the personnel files.

After a period of two (2) years from the date a written disciplinary action is issued, a bargaining unit member may request that the Personnel Office remove a disciplinary letter from the personnel files. The decision to remove the letter from the files will be by mutual agreement between the employee and the Personnel Office, and in the absence of agreement, is not subject to the grievance procedure.

ARTICLE 7 - WORK SCHEDULES AND RELATED ISSUES

A. The Board will continue to publish annual work calendars as it has done in the past. The Board reserves the right to make changes as necessary in the calendars throughout the year. It is understood that affected employees and the Association will be notified of any changes made by the Board after the initial calendars are distributed in the fall.

B. When schools or programs are cancelled for the day due to inclement weather or other conditions beyond the control of the Board, employees will be notified by radio, T.V. or by phone. Employees working in the MSU Preschool program will not be required to report when the rest of the District is closed for inclement weather or Act of God day.

Employees will be paid for Act of God days provided the District receives state aid for the day.

Employees absent on days covered under Section B will not be eligible to utilize paid leave time nor will paid leave time be reduced where the request was submitted by the employee in advance.

In the event schools or programs are dismissed early, employees may be dismissed for the remainder of the day.

In the event schools or programs are affected by a late start, employees may be directed to report late and will only receive pay for the hours actually worked for the day.

Subject to supervisory approval, employees who are not required to work on days when schools or programs are cancelled or whose work schedules are influenced when schools or programs are impacted by delayed starts or early dismissals, may work all or portions of their normal daily schedule.

C. The Board reserves the right to continue to direct employees not to report for the day, or to send employees home for the day without pay when insufficient numbers of students or program participants are in attendance on any given day.

D. The building principal or supervisor shall determine the daily work schedule and assignment of employees. Any bargaining unit member who is assigned to work additional hours beyond the employee's regular daily schedule will be paid at their regular hourly rate of pay unless the employee is eligible under law for overtime payment.

E. Employees will be paid at the rate of time and one-half for all assigned hours worked over forty (40) hours within a work week. All overtime hours must have the prior approval of supervision. Paid time off, regardless of origin, will not be counted for purposes of computing overtime pay eligibility. Bargaining unit members who are assigned work schedules that require them to work for at least four (4) consecutive hours shall be granted a duty free unpaid fifteen (15) minute break.

F. Employees interested in attending a conference, whether or not during work time, will direct the request to their supervisor. The supervisor will make the final determination regarding the level of fees and expenses to be reimbursed on a case-by-case basis. Employees may be released from work with or without pay to attend approved conferences or may be permitted to utilize a personal business day. Employees will not receive pay for attendance at conferences outside of the employee's regular work hours, unless initiated by the Board.

G. The Board will publish tentative work assignments before June 30 for the subsequent school year. The Board reserves the right to make any changes deemed necessary in assignments prior to and throughout the school year. Such notice shall include the building assignment, pay level, and tentative hours per week.

H. The Board will provide at least six (6) hours of in-service training each year. The bargaining unit members shall receive the appropriate pay for attending the training sessions.

I. When filling positions for Kids Connection programs, first priority will be given to current Kids Connection employees when scheduling staff for "no school days" and summer employment. Second priority will be given to other child care program employees. Third priority will be given to other bargaining unit members. The splitting of a Head Teacher position will only be granted if approved by the Kids Connection Supervisor and if qualified personnel have applied for summer employment with the Kids Connection program.

Child care teachers who work during winter and spring break will receive an equivalent number of days off on an unpaid basis. The maximum number of days off will be five (5) and the scheduling of such days is subject to mutual agreement between the supervisor and employee.

J. Special Education paraprofessionals shall be in attendance at IEP meetings and planning sessions when invited to do so by the Director of Special Education. If the Special Education paraprofessional is not invited to attend the meetings, the Director of Special Education, the Building Principal, or the Teacher involved will advise the Special Education paraprofessional of any changes in the education plan within one week of the IEP meeting. Special Education paraprofessionals shall be provided access to all IEP goals and accommodations (IEP at a glance) for each student the Special Education paraprofessional provides service to the extent allowed by law. Paraprofessionals shall have access to IEP accommodations for any student they are asked to test to the extent allowed by law.

Employees who are approved to attend required in-service/staff meetings by their immediate supervisor shall receive appropriate pay for attending. Employees shall be included in staff meetings that discuss or train for safety measures that involve emergency procedures.

K. If an employee is required to do lesson planning, material preparation, and accommodations, they shall be paid for the time used to do this planning, either as a part of their day or compensated at their hourly rate.

L. Any employee required to work at multiple worksites shall be paid for travel time. A minimum of fifteen (15) minutes shall be scheduled. All work miles driven shall be reimbursed at the current IRS rate.

ARTICLE 8 - VACANCIES

A. The vacancy procedures set forth in this article shall not be construed to prohibit or restrict the Board in realigning work hours or implementing transfers prior to posting the position.

A vacancy shall be defined as a newly created position or a present position that is unfilled which the employer intends to fill.

Employees interested in changes in assignments, additional hours, or changes in work schedules within their Classification (See Article 9-C), will notify the Human Resources Department in writing.

B. When the Board has determined a vacancy exists, a notice will be posted within each school building in the District and the Central Office for a minimum of five (5) business days. A copy of this notice will be sent via email to all bargaining unit members. The job posting notice will include the contractual job title and shall include the current job description.

Vacancies will not be posted when qualified and eligible employees are on layoff.

Employees interested in a vacancy shall submit a written application to the Personnel Office.

C. In assessing internal and external applicants for a vacancy, the Board considers such issues as qualifications, work experience within and outside the District, attendance, interpersonal skills, communication skills, education, training and other relevant factors.

The final determination as to which applicant is assigned to a vacancy rests with the Board.

All internal candidates will continue to be notified formally as to the outcome of the selection process. Upon request, an applicant from within the bargaining unit who is denied a position will be given an explanation.

Employees assigned to a vacancy outside of their Class (See Article 9-C), will serve a trial period in the new position. The trial period will not exceed a period of twenty (20) workdays. During the first five (5) days of the trial period, the employee may return to their former position. Employees may not exercise this right more than one time on posted vacancies within any twelve month period of time. If the employee is not meeting the expectations of the Board during the trial period, the employee may be reassigned to their former position.

With the exception of changes in Classification within Class 1 (See Article 9-C), the trial period provisions will also apply to changes in Classification.

D. Employees will be allowed to maintain more than one position within the bargaining unit where work schedules are consistent with the District's needs and where the assignment would not result in the payment of overtime.

E. Temporary vacancies need not be posted under the provisions set forth above. Temporary vacancies are defined as situations requiring temporary labor needs for less than thirty (30) workdays. In the instance of a temporary need involving a Special Education Paraprofessional, the period may be extended up to forty-five (45) days. Further extension in either instance will require mutual agreement between the parties.

The above referenced thirty (30) workday limit will not apply for the duration of the summer component of the Kids Connection program.

F. Employees will not be prohibited from applying for positions within the District which are outside the bargaining unit.

In the event the employee is offered and accepts such a position, seniority and other rights accrued while assigned within the bargaining unit shall be frozen for a period of two (2) years from the effective date of the assignment at which time all such rights will be forfeited.

G. All new hires required to be background checked or fingerprinted shall be reimbursed for the costs of the service. This reimbursement shall be made after the successful completion of the probationary period.

H. New hires who are hired after the New Hire Orientation shall be provided with all materials shared at the last orientation prior to their first day of work.

ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

A. Newly hired bargaining unit members shall be considered as probationary employees for the first ninety (90) workdays. Upon the completion of the probationary period, the employee shall be entered on the seniority list. The seniority list will reflect the first workday as the date of hire. There shall be no seniority among probationary employees.

B. Seniority shall be defined as the number of continuous years of service within each class set forth in Section C below. Employees who transfer between classes will have seniority in their former class frozen. Employees simultaneously assigned to more than one (1) class will accrue seniority in both classes.

Ties on the seniority list shall be broken by the first three digits of the employee's social security number with the employee having the higher number being placed first.

Seniority shall not accumulate while on unpaid leaves of more than ninety (90) calendar days within a fiscal year with the exception of military leaves. Unpaid leaves of absence shall not be considered an interruption in continuous years of service.

Employees will lose seniority if the employee resigns, retires, is absent for three (3) or more consecutive days without approval, or fails to return from recall in a timely fashion.

The Employer shall prepare, maintain and post a seniority list. The seniority list will be posted in all of the buildings by October 15 each year. A copy of the seniority list and subsequent revisions shall be provided to the Association President.

C. Class for purposes of this Article shall mean the following four (4) Classes:

Classifications

Class 1: Child Care Paraprofessional
Building/Office Paraprofessional
Student Supervision Paraprofessional (defined as recess, lunch room, arrival and dismissal)
General Education Classroom Paraprofessional
In School Suspension Paraprofessional

Class 2: Special Education Paraprofessional
Instructional Paraprofessional (defined as Title 1 and At Risk)

Class 3: Childcare Teacher (possess State of Michigan Consumer and Industry Services Childcare Program Director Credential)
Childcare Teacher (possess Michigan Teaching Certification or an approved Bachelor's Degree)

Class 4: State Certified Sign Language Interpreter

D. Classification for purposes of this Article shall refer to the specific job titles detailed within each Class set forth above in Section C.

E. Layoff shall be defined as a reduction in the number of employees within the bargaining unit. In the event it becomes necessary to lay off employees, the following procedures will be implemented:

1. Temporary and probationary employees within the affected classes will be laid off first.

2. In the event it is necessary to lay off senior employees, the least senior employee within the affected classification will be laid off first provided the more senior employees within the classification are qualified for the positions scheduled to be retained.

   A senior employee who is unable to retain a position within their current classification may displace the least senior employee within another classification within the Class, provided the employee is qualified.

F. Attempts will be made by the Employer to keep Employees likely to be affected by layoff informally updated. Employees scheduled to be laid off shall be given at least five (5) working days' notice prior to the effective date of the layoff. Upon request, the Employer will meet with the Association Executive Team to review the layoff list prior to its implementation.

G. Employees will be recalled to positions within the Class from which the employee was laid off in the inverse order of layoff, provided the employee is qualified. Notice of recall will be sent by certified mail to the employee's last known address on file with the Employer. A copy of recall notices will be sent to the Association Executive Team. Employees will have fourteen (14) calendar days to return to work, except under extenuating circumstances authorized by the Superintendent. The refusal to grant an extension shall not be subject to the grievance procedure.

   Recall rights shall terminate twelve (12) months from the effective date of the employee's layoff.

H. The EI Classroom Special Education paraprofessional and Special Education paraprofessionals who are assigned to a specific student shall not be displaced by virtue of the procedure set forth in Section E above during the course of the instructional year.

ARTICLE 10 - PAID LEAVE DAYS

A. Employees will receive ten (10) sick and two (2) personal days per year. Employees, who as a part of their school-year job are working the summer months (i.e. not summer school), will be awarded two (2) additional paid leave days at the beginning of each contract year.

For payroll purposes, a day for purposes of this Article shall refer to the number of hours the employee is regularly scheduled to work.

Sick days may be utilized for the following purposes:

1. Illness or disability of the employee or family of the employee.

2. Medical or dental appointments of the employee or employee's family, provided the employee cannot schedule the appointment outside of work hours.

3. Two (2) days may be utilized as personal days, subject to the following restrictions:

   (a) Such days will not be approved on the workday immediately preceding or immediately following a holiday or vacation period or for the first or last day of work calendar. Bargaining unit members may not use more than three (3) personal days consecutively. Friday and Monday are considered consecutive days. The Superintendent, or their agent, may, at their discretion, make exceptions to the above should an emergency arise.

   (b) The employee must give at least seven (7) calendar days' notice, unless the employee can demonstrate why timely notice could not be given.

   (c) The Superintendent or their agent may, at their discretion, extend additional paid personal days to be deducted from the employee's available paid leave time.

   (d) Personal leave days shall be accumulative to a maximum of five (5) days. A bargaining unit member who has accumulated five (5) days of leave and does not use any of the days in a given year, shall have two (2) of said personal days added to their accumulated sick leave at the end of the school year in which none of the five (5) personal leave days were used. Bargaining unit members who have accumulated more than three personal leave days at the end of the school year shall have the number of days exceeding three (3) credited to their sick leave accumulation before receiving the additional personal day allotment for the next school year.

4. A bargaining unit member who is absent due to an injury incurred during the course of their employment shall be considered to be on paid leave; however, such leave shall not be charged against the bargaining unit member's accumulated sick leave except as provided below:

   (a) The bargaining unit member shall notify the immediate supervisor of an injury as soon as possible. Should medical attention be necessary, that will be obtained first and a report to the immediate supervisor will follow.

   (b) An injured bargaining unit member shall complete the appropriate worker compensation form as soon as they are physically able.

   (c) The bargaining unit member's inability to work shall be verified by their physician, the District's physician or a hospital.

   (d) A bargaining unit member shall be entitled to the benefits outlined herein regardless of whether they qualify for worker compensation benefits except that upon qualification for worker compensation benefits, the bargaining unit member shall be on leave without pay. The Employer's liability with regard to continuing the bargaining unit member's pay shall be limited to five (5) workdays for each injury.

   (e) After the five (5) workday period, if a bargaining unit member is entitled to worker's compensation and is penalized by reaching the cap imposed by the worker's compensation guidelines, the District shall allow the employee to make-up the salary difference using sick leave time so that their pay is 66 2/3 percent of the gross or 80 percent of their regular net pay for a period of up to one year or 12 months. Such bargaining unit members will additionally be entitled to continue their fringe benefit coverage for a period of one year from the date of incurring such disability at board expense.

5. Bargaining unit members shall be required to contact their supervisor or designee at least two (2) hours prior to the start of their day when reporting ill, unless due to the circumstances, two hours' notice cannot be given.

B. The bargaining unit member may use up to five (5) days for any death in the immediate family. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, grandchild, sibling, step-sibling, and corresponding in-laws. The bargaining unit member may use up to three (3) days for the death of a grandparent, aunt, uncle, and corresponding step- and in-law, and other members of the bargaining unit member's immediate household..

   The superintendent may, at their discretion, extend the funeral leave period provided that such extension shall not exceed the amount of accrued sick leave.

C. Leave with pay will be granted for an employee who is called for jury duty. The employee

shall be compensated at their regular rate of pay, provided the employee remits any compensation (excluding meals and mileage) received as a juror to the District.

D. An employee who is called as a witness in any case connected with the bargaining unit member's employment, shall be granted leave without loss of salary and/or paid leave time.

Whenever an employee is subpoenaed to attend any other proceeding, the employee shall be granted one (1) day's pay if the employee is eligible for paid leave time under section A above, and has paid leave available.

E. Employees shall not be eligible for pay to attend hearings where the employee is testifying against the District.

ARTICLE 11- UNPAID LEAVES OF ABSENCE

A. Any bargaining unit member absent due to compensable injury under the Workers Compensation Act or whose personal illness or disability extends beyond the period compensated by paid sick leave in Article 10, may be granted a leave of absence upon request, for a period of up to one (1) year. The one (1) year period shall be measured from the employee's first day of absence. Section B shall apply to the first twelve (12) weeks of such leave time in a year.

B. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Board Policy, for a total period of up to twelve (12) weeks per year.

A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the Act.

The Board may require an employee to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the Act.

In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Board. Proper consideration, when medically necessary, will be given as required by law in such instances, and alternate assignment(s) may be instituted by the Board.

In the event an employee and their spouse are employed by the District, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of their position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

C. Leaves of absence for other purposes, including requests for unpaid days off, shall be made in writing to the superintendent, with a copy of the request being sent by the employee to the employee's supervisor. The granting of such leaves is discretionary. Staffing needs, the employee's attendance record and other relevant factors will be taken into consideration by the superintendent, or designee, in making a decision on the leave request.

D. The following general provisions will apply to all leaves of absence under this Article:

1. Except as set forth in Section B above, the leaves of absence under this Article shall be without pay and benefits.

2. Except as set forth in Article 10, Section B, seniority shall not accrue while on leave under this Article.

3. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.

4. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.

5. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Board may require the employee to repay insurance premiums paid if the leave was authorized under Section B.

6. All requests for unpaid leave, including requests for extensions of approved leaves, are to be directed to the superintendent in writing, with a copy to be supplied by the employee to the employee's supervisor. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days' notice. Where not foreseeable, employees are required to provide notice as soon as practicable.

7. Employees are expected to provide thirty (30) calendar days' notice of intent to return from an approved leave of absence under this article, unless the duration of the leave is less than thirty (30) days.

ARTICLE 12 - HOLIDAYS

Employees regularly scheduled to work at least twenty (20) hours per week will receive holiday pay subject to the following provisions:

A. The paid holidays shall be Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Martin Luther King Day, Memorial Day and the Friday before Labor Day if school is scheduled to begin prior to Labor Day for those employees whose work schedules begin before Labor Day.

   Employees whose regular assignment includes the summer months, will also receive pay for July 4.

   Employees who work with the MSU Preschool shall be paid double time should the MSU Preschool be open on one of the holidays listed above.

B. Holiday pay shall be based upon the employee's regularly scheduled work day, or average hours per day for the week if they don't work five days per week or the same hours every day.

ARTICLE 13 - INSURANCE

Eligibility

A. Employees who were hired prior to July 1, 2007 and are regularly scheduled to work at least thirty (30) or more hours per week, or employees who were hired after July 1, 2007 and are regularly scheduled to work at least thirty (30) or more hours per week, as assessed during the open enrollment period for insurance benefits, or who are new hires during the year and are regularly scheduled to work the required number of hours referenced above, shall receive the following benefits**:**
For the period commencing July 1, 2024 the coverage shall be as follows:

1. MESSA ABC Plan 2 HSA $2000/$4000
2. MESSA ABC Plan 1 HSA $1700/$3400
3. MESSA Essentials HSA $375/$750 20% in-network co-insurance
4. MESSA Balance Plus $1700/$3400, 20% in-network co-insurance

AD&D Coverage, $20,000
LTD: 66 2/3%, Max $2,500.90 CDMF
Delta Dental, 80%, 80%, 80%, 80%, Annual Max: $1000, Lifetime Max $1300
$20,000 Life Insurance
VSP 3 Plan Vision Care

The District will pay the cost for single-subscriber coverage only except in the case of two bargaining unit members who are married to each other, or are domestic partners recognized under the District's health plan as outlined below. An employee may elect two-person or full-family coverage and shall pay, through payroll deduction, the premium cost exceeding the District's single-subscriber contribution.

When two bargaining unit members who are married to each other, or are domestic partners recognized under the District's health plan, are each eligible for District-paid coverage under this Article, they may elect to enroll together in one (1) two-person plan at the District's expense in lieu of two (2) separate single-subscriber plans, or in one (1) full-family plan with the member(s) paying, through payroll deduction, the cost exceeding the District's two-person contribution.

The in-network deductible or the deductible minimum for a health benefits plan to comply with HSA eligibility, as determined by the Internal Revenue Service (IRS). In the event that the IRS increases the minimum deductible amount, the above states deductible shall be adjusted to that amount. However, no increase in the minimum deductible shall result in the District exceeding the spending limitations contained in Publicly Funded Health Insurance Contribution Act (2011 Public Act 152) or any successor enactment. On or around January 1 of the given calendar year the District shall deposit an amount equal to the single subscriber deductible into a Health Savings Account (HSA) for each bargaining unit member who enrolls in a health insurance plan. Provided however, if a bargaining unit member has enrolled in a health insurance plan and is ineligible to receive the HSA contribution specified above due to limitations established by the Internal Revenue Service, the above amount that they would otherwise be eligible to receive shall be paid directly to the bargaining unit member as an off-schedule payment. The District's deductible HSA contribution for new bargaining unit members shall be prorated based on the beginning date of employment. Employees who enroll in Plan A due to a qualifying event, as defined in the district's plan document, shall also be prorated on the effective date of coverage.

All bargaining unit members eligible for medical benefits shall receive AD&D, Dental, Vision, Life and LTD (PAK B) at no additional cost.

Employees who are eligible for benefits as defined above and elect not to participate in the district's health insurance plan, shall be entitled to a monthly cash payment of $400.00 per month.

The District shall institute the Hard Cap beginning July 1, 2016 for medical insurance coverage provided for by the employer. All employee contributions are part of the employer's cafeteria benefit plan and are not subject to tax. All employee contributions will be deducted as a condition of the Master Agreement.

Hard Cap increases are based on the State of Michigan effective date.

For 2026 calendar year, the District shall contribute each January in a contract year the following amount for medical insurance:

- Single Subscriber: $661.84 per month
- Two-Person Subscriber: $1,384.12 per month
- Full Family Subscriber: $1,805.03 per month

For the 2027 and 2028 calendar years: increase the cap dollar contribution amounts to the maximum allowed by the state hard caps. If no hard caps exist, increase the dollar contribution amounts to the percentage increase in insurance cost from the previous year and a bargained increase, if applicable. If an employee's regular schedule of hours is increased on an ongoing basis during the year in such a fashion that the adjusted schedule places the employee in a benefit level status the employee will not be eligible for benefits until the next open enrollment period. Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

Bargaining unit members who are employed less than thirty (30) hours per week shall not be eligible for benefits under this article.

B. Any employee paid contribution, as set forth above, will be payroll deducted as a condition of the master contract, pursuant to the authority set forth in M.C.L.A. 408.477.

C. The Board's obligation under this Article is to make the contributions toward hospitalization for eligible employees as defined herein. Any disputes relative to claims or other matters rests between the employee and the insurance administrators and underwriters in accordance with their rules and regulations.

D. The Board's premium contributions for eligible employees on leave of absence will terminate at the end of the month following the last day the employee was on payroll, unless a greater period is required under the provisions of the Family Medical and Leave Act.

Eligible employees who complete the work year and are laid off will be eligible to continue to receive the contributions until the beginning of the next open enrollment period.

E. Employees not eligible for a hospitalization premium contribution from the Board, may, subject to the rules and regulations of the insurance administrators and underwriter, participate in hospitalization plans available through the Employer. The premiums for employees wishing to enroll will be paid by the employee through payroll deductions as a condition of this contract pursuant to the authority set for in M.C.L.A. 408.477.

ARTICLE 14 – WAGE SCHEDULES AND RELATED ISSUES

Pay Level 1	Child Care Paraprofessional Building/Office Paraprofessional Student Supervision Paraprofessional (defined as recess, lunchroom, and arrival/dismissal) General Education Classroom Paraprofessional In-School Suspension Paraprofessional
Pay Level 2	Instructional Paraprofessional (defined as Title I and At Risk) Special Education Paraprofessional
Pay Level 3	Child Care Teacher (possess State of Michigan Consumer and Industry Services Childcare Program Director Credential) Child Care Teacher (possess Michigan Teaching Certificate or an approved Bachelor's degree)
Pay Level 4	State Certified Sign Language Interpreter

Pay schedule as follows:

2026-2027:

Step	I	II	III	IV
1	$15.00	$16.78	$21.65	$24.71
2	$15.36	$17.23	$22.91	$25.20
3	$15.73	$17.68	$23.60	$25.96
4	$16.09	$18.09	$24.31	$26.75
5	$16.46	$18.64	$25.04	$27.55
6	$16.82	$19.19	$25.79	$28.37
7	$17.19	$19.77	$26.57	$29.22
8	$17.55	$20.37	$27.36	$30.10
9	$17.92	$20.98	$28.18	$31.00
10	$18.28	$21.61	$29.04	$31.93
11	$18.65	$22.26	$29.90	$32.89
12	$19.01	$22.92	$30.80	$33.88

2027-2028:

Step	I	II	III	IV
1	$15.41	$17.24	$22.24	$25.39
2	$15.78	$17.70	$23.54	$25.90
3	$16.16	$18.17	$24.25	$26.68
4	$16.53	$18.59	$24.98	$27.48
5	$16.91	$19.15	$25.73	$28.30
6	$17.28	$19.72	$26.50	$29.15
7	$17.66	$20.31	$27.30	$30.03
8	$18.03	$20.93	$28.11	$30.92
9	$18.41	$21.56	$28.96	$31.85
10	$18.78	$22.20	$29.84	$32.81
11	$19.16	$22.87	$30.72	$33.79
12	$19.53	$23.55	$31.65	$34.81

Health Care Paraprofessional:

A bargaining unit member designated by the Director of Student Services or their designee to perform a delegated specialized health care service for a student shall receive an additional $0.75 per hour above their step in their respective class on the above wage schedule for all hours worked. The Director of Student Services or their designee shall determine these designations and may add or remove a designation with written notice to the employee and the Association based on student need. Any bargaining unit member who has the designation removed during a school year shall be given two (2) weeks written notice of the loss of this additional pay.

Longevity Pay:

In addition to the regular hourly salary stated above, bargaining unit members shall receive longevity pay. Longevity pay shall be paid in a lump sum on the last pay in June in accordance with the longevity schedule set forth below.

Years of Service	5-9 Years	10-14 Years	15-19 Years	20- 24 Years	25 + Years
Longevity	$1,057	$1,395	$1,733	$1,926	$2,143

A year of service for the purpose of longevity pay shall be defined as the years of continuous service to the District from the employee's last date of hire and will include service in other bargaining units. Substitute service and prior service rendered for those who are rehired will not be counted for purposes of longevity payments.

During unpaid leaves of absence and periods of layoff, a unit member shall not continue to accrue years of service, but shall have their years of service frozen until such time as they may return to a bargaining unit position.

Longevity shall be prorated for those who voluntarily leave employment mid-year.

Resignations and Retirement:

Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4:00 p.m. on the Friday of the second full week in April (Friday after returning from spring break) shall be entitled to receive a one-time payment of one thousand two hundred dollars ($1,200) (less employee FICA, tax withholding and other legally required deductions).

Any bargaining unit member who submits an unconditional and irrevocable written resignation to the District on or before 4:00 p.m. on the last day of the first semester of the school year shall be entitled to receive a one-time payment of one thousand seven hundred dollars ($1,700) (less employee FICA, tax withholding and other legally required deductions).

Resignations submitted under this section must be signed by the bargaining unit member, signify the date on which the resignation is submitted, and designate the effective date of the resignation as the last bargaining unit member workday of the school year in which the resignation occurs. This last day would include any extended days due to school cancellations due to inclement weather or any other unforeseen conditions causing an extension of the school year.

Miscellaneous Pay Provisions:

A. New hires with no prior experience as a paraprofessional shall be hired on Step 1 of the pay schedule. Should the new hire have prior paraprofessional experience, the District may grant experience up to Step 2 in the 2026-2027 school year, Step 3 in the 2027-2028 school year, and beginning with the 2028-2029 school year Step 4. Any further granting of steps for experience will require prior approval from the HPA executive team.

   Placement adjustments for current employees will be made annually, on the first scheduled workday of the year for the school year employees. Placement adjustments for full year employees will be made upon return from the program's summer break in August. Employees must physically work for at least ninety (90) workdays in a year to be advanced on step at the beginning of the next year.

B. A satisfactory evaluation in the succeeding year will result in the employee being placed at the step closest to, but not less than, their prior year's pay rate. Upon successful completion of a ninety (90) day improvement plan, the employee shall be placed at the appropriate hourly pay rate according to the wage schedule contained in this Article.

C. Bargaining unit members shall be paid every other Friday. All pay checks will be distributed in a fashion to ensure the confidentiality of the information on the check. Income tax forms and personal communications will be placed in an envelope, where appropriate.

D. Bargaining unit members shall receive an additional $75.00 per accumulated sick leave day/hours up to a maximum of one hundred (100) days at the point of retirement as determined by the eligibility standards under the Michigan Public School Employee Retirement System (MPSERS).

Upon retirement as determined by the eligibility standards under the Michigan Public School Employee Retirement System (MPSERS), bargaining unit members who have been in the Bargaining Unit position for ten (10) or more years shall receive $150.00 for each year of service to Haslett Public Schools.

In the event of the bargaining unit member's death, all such benefits shall be paid to their designated beneficiary.

E. 1. After one year of service, bargaining unit members who are scheduled to work at least 20 hours per week both during the school year and during the summer will be credited with five (5) days of paid vacation at the start of the next contract year and thereafter.

2. (a) After ten (10) years of service, bargaining unit members who are scheduled to work at least 25 hours per week, both during the school year and during the summer, will be credited with twelve (12) days of paid vacation at the start of the next contract year and thereafter.

(b) After fifteen (15) years of service, bargaining unit members who are scheduled to work at least 25 hours per week, both during the school year and during the summer, will be credited with fourteen (14) days of paid vacation at the start of the next year and thereafter.

3. Vacation days will be paid at the number of hours the employee is normally scheduled to work. If paid vacation days are used the week before school starts (when kids connection is closed), vacation days will be considered summer vacation days.

4. Kids Connection Employees must submit a request for vacation 30 days in advance to their Supervisor. All employees granted vacation must use time from their existing bank. The Supervisor has the right to deny any request based on scheduling needs of the district. Employees will be allowed to use available vacation time on days not scheduled during winter and Spring Break only.

5. Bargaining unit members who work at least 20 hours per week both during the school year and during the summer will be granted vacations at such times during the year as are suitable considering the efficient operation of the program.

6. Should more than one bargaining unit member request the same vacation dates, the unit member requesting the dates first shall be granted their preferred dates.

7. A year of service for purposes of vacation credit, shall be defined as the years of continuous service from the employee's last date of hire. Substitute service and prior service will not count for vacation purposes.

8. Vacation time shall not accumulate from year to year, but shall be taken during the year in which it is earned.

F. Special Education paraprofessionals assigned on an individual basis to a special needs student who is not in attendance (maximum of three (3) consecutive workdays), will be assigned to alternative work by the building Administrator for the day(s) the student is absent.

The enrollment of employee's children in the child care and latchkey programs shall be consistent with the rules and regulations established by the District. Fees and other charges will not be waived for the children of employees.

G. In the event a regular bargaining unit member is absent, the Board reserves the right to utilize a person outside of the bargaining unit to substitute.

In the event the Board elects to utilize a regular bargaining unit member in a substitute capacity within their regular pay level (see Article 14), the employee will receive their regular rate of pay. Substitute work outside of the employee's regular pay level in any other compensated pay level, will be paid at the employees' regular rate of pay or the entry rate of pay for the work being completed, whichever is higher.

ARTICLE 15 - GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Agreement.

The discharge of a probationary employee is not subject to the grievance procedure.

The following matters will be subject to the grievance procedure; however, the right of appeal shall terminate at Level 3:

1. The discipline (except for discharge) of a probationary employee.

2. Violations of state and federal laws referenced within the Agreement.

B. The Association shall designate one Association Representative per program/building and a member of the Executive Team to handle grievances at Level 1. The Association will keep the Superintendent or designee informed in writing of the names of the program/building Association Representative and the Executive Team designees.

C. The term "days" as used herein shall mean days during which school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.

Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the time limits specified, or voluntarily sever employment, all further proceedings will be barred.

D. In presenting written grievances as defined herein, the following information shall be conveyed:

1. It shall be signed by the grievant(s). An Association grievance shall contain the signature(s) of the grievant(s) or the names of employees involved. It shall contain a brief statement of the facts involved.

2. It shall cite the section(s) and/or sub-section(s) of the Agreement alleged to have been violated.

3. It shall contain the date of the alleged violation.

4. It shall specify the relief requested.

E. If in the judgment of the Association, a grievance involves bargaining unit members from more than one program, the grievance may be submitted as an "Association grievance". An Association grievance shall include the names of the bargaining unit member(s) involved. Such grievances shall be initiated orally at Level 2 and shall be submitted in writing to Level 3.

F. The timelines detailed in this Article shall only be extended by mutual agreement.

A grievance filed prior to the expiration of this Agreement may be processed through the grievance procedure including arbitration where appropriate.

A grievance arising after the expiration of this agreement shall not be subject to the arbitration provisions, absent mutual agreement between the parties or an agreement between the parties to extend the contract.

G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member and/or a participating Association Representative are to be at their assigned duty stations unless otherwise mutually agreed by the parties.

H. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement and at each step an Association Representative may be present at each level of the grievance procedure.

I. The grievance form is attached to this Agreement as Appendix A.

J. **Level One**--An employee alleging a grievance as defined herein, shall within ten (10) days of its occurrence or knowledge of its occurrence, discuss the grievance with their immediate supervisor and an attempt to reach resolution.

If no resolution is obtained within three (3) days of the discussion and the matter is going to be pursued further, the grievance shall be reduced to writing and submitted to Level 2 within five (5) days of the discussion.

Level Two--A copy of the written grievance shall be filed with the employee's immediate supervisor. Within five (5) days of receipt of the grievance, the supervisor shall arrange a meeting to review the grievance. Within five (5) days of the conclusion of the discussions, a written decision shall be rendered. A copy of the decision shall be forwarded to the grievant(s) and the appropriate Association Representative.

If no decision is rendered within five (5) days of the conclusion of the discussions at Level 2, or the decision is unsatisfactory, the grievance may be appealed to Level 3.

Level Three--A copy of the written grievance shall be filed with the Superintendent or their designee. Within five (5) days of receipt of the grievance, a meeting will be conducted to review the grievance. Within five (5) days of conclusion of the discussions, a written decision will be rendered. A copy of the decision shall be forwarded to the grievant(s) and the appropriate Association Representative.

If no decision is rendered within five (5) days of conclusion of the discussions at Level 3, or the decision is unsatisfactory, the Association shall file a letter of intent to arbitrate the grievance within fifteen (15) days with the Superintendent's office. The fifteen (15) day period will be reduced to a five (5) day period in the instance of a grievance involving a continuing back pay liability.

Level Four--No individual employee shall have the right to process a grievance to Level 4. Within ten (10) days of the receipt of the letter of intent to arbitrate, the parties shall select an arbitrator. Absent mutual agreement on an arbitrator within the aforementioned time period, the Association shall within the succeeding five (5) days, submit a demand to arbitrate to the American Arbitration Association.

The following general provisions will apply to any grievance submitted to arbitration under this Agreement:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. The cost of arbitrator shall be divided equally between the parties and each party will be responsible for the costs of its witnesses.

3. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case being arbitrated.

4. The decision of the arbitrator shall be final and binding, subject to review in accordance with the applicable standards for judicial review.

5. The Board shall release from regular duties, without loss of pay, the grievant(s) and the Association's Representatives who are a party to the grievance and required to provide testimony. In such instances, the Association shall reimburse the Board for the cost of a substitute if one is utilized.

6. Should the Board dispute the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event the arbitrator rules that the grievance is not arbitrable, no decision or recommendation on the merits will be issued.

7. No more than one (1) grievance may be considered by the arbitrator, absent mutual agreement between the parties.

   The arbitrator shall have no power or authority in the following areas:

   (a) Rule on an issue previously barred from the scope of the grievance procedure.

   (b) Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.

   (c) Award compensatory or punitive damages.

   (d) Rule on the discipline of a probationary employee.

   (e) Issue a back pay award for any amount in excess of twenty (20) workdays prior to the date the grievance was filed in the instance of a finding of a continuing violation of the Agreement.

   (f) Establish wage schedules.

   (g) Interpret state or federal law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief.

   (h) Rule on an issue involving employee evaluation.

ARTICLE 16 - EVALUATIONS

A. Evaluation of probationary bargaining unit members:

1. In the event that the bargaining unit member's work is less than satisfactory as a result of a written evaluation of their job performance, the probationary period may be extended for an additional thirty (30) calendar days.

2. Should the probationary period be extended, the Employer shall provide written notice to the bargaining unit member together with the reasons therefore. The Association Executives shall be notified of any such action by the Employer.

B. Non-probationary bargaining unit members will be evaluated at least once every other year by their immediate supervisor.

In the event the employee receives an overall "unsatisfactory" or "needs improvement" rating, the employee will be reevaluated within a period not to exceed twelve (12) months.

C. All evaluations shall be in writing with a copy provided to the bargaining unit member.

1. A conference will be held within ten (10) calendar days after each evaluation to discuss the contents of the evaluation.

2. The bargaining unit member shall sign the evaluation. Their signature shall not be interpreted to mean that they necessarily agree with the content of the evaluation but that they have reviewed it.

3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if they choose.

4. All written evaluations shall be placed in the bargaining unit member's personnel file.

5. The evaluation tool shall be the tool used in 2023-2024. Any changes to the tool shall be by mutual agreement of the parties.

D. All probationary bargaining unit members shall be evaluated upon completion of the probationary period.

E. Should a bargaining unit member not be continued in employment, the Employer will advise the unit member of the reasons therefore in writing. The Association Executives will be notified of any such action by the Employer.

ARTICLE 17—MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the entire Agreement between the parties and shall supersede any rules, regulations, practices or policies of the Board that are contrary to or inconsistent with its terms. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement executed by the parties. Any waiver or any breach, term or condition of the Agreement by either party shall not constitute a precedent for future enforcement.

B. Should any provision or application of this Agreement be found contrary to law, the provision or application shall be deemed invalid and unenforceable to the extent prohibited by law. All other provisions or applications of this Agreement shall continue in full force and effect in such instances.

C. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by each party.

D. Copies of the Agreement shall be produced at the shared expense of the parties and will be distributed to all bargaining unit members.

E. Board policy books, administrative rules and employee handbooks will be made available in each building.

F. In the event that the Haslett Public School District has the ability to give an off-schedule payment, extra money, or a stipend to the entire membership of another bargaining unit, members of the HPA bargaining unit will be included in said payment.

ARTICLE 18—DURATION

A. The negotiations of a successor contract shall begin at least sixty (60) days prior to the expiration of this Agreement.

B. This Agreement shall become effective July 1, 2026 and shall remain in effect until June 30, 2028.

FOR THE ASSOCIATION

By _____
President 10-15-26

By _____
MEA UniServ Director 10-16-2026

FOR THE BOARD OF EDUCATION

By _____
Superintendent 9-18-26

APPENDIX A
GRIEVANCE REPORT FORM

Grievance # _____

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Grievant(s)

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred_____

B. 1. Statement of Grievance _____

_____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____

_____/_____
Signature Date

C. Disposition by Principal _____

_____

_____

_____

_____

_____/_____
Signature Date

(Note: Continued)

If additional space is needed in reporting Section B-1 & 2 of Step I, attach an additional sheet

D. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____/_____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____

_____

_____

_____/_____

Signature Date

C. Position of Grievant and/or Association_____

_____

_____

_____

_____

_____/_____

Signature Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

_____

_____

_____

Date: _____