SUPERINTENDENT SIGNATURE: *Bryan F. McKenna*

SNAP SIGNATURE: 

AGREEMENT

between

ELK RAPIDS SCHOOLS BOARD OF EDUCATION

and

ELK RAPIDS SUPPORT STAFF ASSOCIATION, MEA/NEA

August 24, 2026 — August 23, 2029

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ARTICLE 1: RECOGNITION

Section 1.1 The Board hereby recognizes the Elk Rapids Education Support Professionals Association, MEA/NEA, as the sole and exclusive bargaining representative for all Paraprofessional, Lead Administrative Assistant, Administrative Assistant, Preschool Lead Teacher, and Preschool Teacher's Assistant personnel employed by the District, including but not limited to Title I/Classroom, Playground and Lunchroom, Library/Media, General Education Support and Special Education/Self Contained for the purpose of establishing wages, hours, and other terms and conditions of employment.

Section 1.2 Excluded from the bargaining unit are supervisory and administrative personnel, substitutes, third-party contracted employees, summer seasonal employees working fewer than sixty (60) days, and part-time employees working fewer than ten (10) hours per week.

Section 1.3 The term "bargaining unit member" or "employee" as used in this Agreement refers to all personnel covered by Section 1.1. A "full-time employee" is one whose normal work week is thirty (30) hours or more.

Section 1.4 The Board agrees not to negotiate with any labor organization other than the Association regarding wages, hours, and conditions of employment of bargaining unit members for the duration of this Agreement.

ARTICLE 2: ASSOCIATION RIGHTS & SECURITY

Section 2.1 The Association shall be granted the use of school bulletin boards, mailboxes, and the District e-mail/inter-school mail system for communications relating to Association business, provided such use does not interfere with the normal operation of the District.

Section 2.2 The Board agrees to furnish to the Association, upon reasonable request of the Association president, financial information normally considered public, Board minutes, and Board agendas.

Association Days

Section 2.3 The Board shall grant the Association a bank of seven (7) Association Days per school year, to be drawn upon by any designated Association representative for Association business, including bargaining, grievance processing, and attendance at conferences or training sponsored by the Association or its affiliates. These days may be used in full-day or half-day increments by any representative the Association designates, requested with reasonable advance notice to the employee's supervisor, and shall not be unreasonably denied. Association Days shall not count against the employee's attendance incentive, if any, or against accumulated Personal Business Days or Sick Leave Days.

Section 2.4 Unused Association Days shall carry over to the following year, up to a maximum accumulation of fifteen (15) days. If the District requests or requires an Association representative to be present at a meeting during the regular contractual work day, that time shall not be charged against Association Days.

Section 2.5 Duly authorized representatives of the state and national Association shall be permitted to conduct official Association business on school property, provided such activity does not interrupt normal school operations.

Section 2.6 The Association shall furnish the District, in writing, with the names of its officers and building representatives upon election or appointment.

Section 2.7 Membership. The Association agrees to admit to full membership all bargaining unit employees without discrimination.

Section 2.8 Bargaining Unit Roster. Within thirty (30) days of the effective date of this Agreement, and thereafter no later than October 1 and March 1 of each school year, the District shall provide the Association with a roster of all bargaining unit members that includes each employee's name, classification, building assignment, date of hire, hourly rate of pay, and regularly scheduled hours per week. Whenever an employee is hired into, transferred within, or separates from the bargaining unit, the District shall notify the Association in writing within ten (10) working days of the change.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it by the laws and Constitution of the State of Michigan, including but not limited to the right to direct the workforce; to hire, promote, transfer, assign, and retain employees; to suspend, demote, discharge, or otherwise discipline for just cause; to relieve employees of duty for lack of work or other legitimate reasons; to determine the methods, means, and personnel by which District operations are conducted; and to maintain the efficiency of District operations.

Section 3.2 The exercise of these rights shall be limited only by the specific and express terms of this Agreement, and then only to the extent such terms conform to the Constitution and laws of the State of Michigan and the United States.

Section 3.3 Notwithstanding Section 3.1, the District shall not subcontract, privatize, or otherwise transfer to any non-bargaining-unit employee, contractor, or third-party entity any work customarily and regularly performed by bargaining unit members, where doing so would result in the layoff of, or a reduction in regularly scheduled hours for, any bargaining unit member, except in the case of a bona fide emergency threatening the health or safety of students or staff. Prior to entering into any subcontracting arrangement affecting such work, the District shall notify the Association in writing at least sixty (60) calendar days in advance and, upon request, meet to discuss the basis for the proposal and explore alternatives. Any dispute arising under this Section shall be subject to the grievance procedure set forth in Article 19.

ARTICLE 4: EMPLOYEE RIGHTS & PROTECTION

Section 4.1 Pursuant to the Michigan Public Employment Relations Act (PERA), every employee shall have the right to freely organize, join, and support the Association for purposes of collective bargaining, and the Board will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of these rights.

Section 4.2 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Employees shall be entitled to full rights of citizenship, and no religious or political activity, or lack thereof, shall be grounds for discipline provided it does not interfere with job performance.

Section 4.3 This Agreement and all wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status, or membership in the Association.

Section 4.4 Any case of physical harm upon an employee arising out of the performance of bargaining unit duties shall be promptly reported to the building administrator and/or Board. Where the physical harm causes injury requiring medical evaluation, the District may authorize the employee to seek medical attention and may provide preliminary legal counsel (though not representation) to advise the employee of their rights, and may render reasonable assistance in connection with law enforcement or judicial proceedings arising from the incident.Time lost as the result of physical harm on school premises during working hours while performing regularly assigned duties shall not be charged against the employee's sick leave allowance subject to the Worker's Compensation provisions.

Section 4.5 Physical Examinations. A physical examination, when required by the District, shall be provided at no cost to the employee through a District-designated physician. An employee may instead elect to be examined by a physician of their choice, at their own expense, provided the results satisfy the District's requirement.

Section 4.6 Affirmative Action. The District shall provide equal employment opportunity and shall engage in affirmative action, to the extent required or permitted by applicable state and federal law, in the recruitment, hiring, and promotion of bargaining unit employees.

Section 4.7 Harassment. Bargaining unit members are entitled to a work environment free from sexual harassment and harassment based on any protected characteristic identified in Section 4.3. An employee who believes they have been subjected to harassment may file a complaint under Board Policy and/or the grievance procedure in Article 19, at the employee's election. Complaints shall be investigated promptly, and to the extent possible, confidentially. An employee accused of harassment shall be afforded due process, including notice of the allegations and an opportunity to respond, and shall be entitled to Association representation at any investigatory meeting that could lead to discipline. No reprisal shall be taken against any employee for filing a good-faith complaint or participating in an investigation under this Section.

Section 4.8 Drug-Free Workplace. The District and the Association are committed to maintaining a workplace free from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol, consistent with the Drug-Free Workplace Act and Board Policy.

ARTICLE 5: DEFINITIONS

For purposes of this Agreement, the following terms shall apply:

- "Paraprofessional" — an employee who provides instructional or behavioral support to students under the direction of a certificated teacher, including Title I, Special Education/Self Contained, and General Education paraprofessional assignments.
- "GSRP/Preschool Assistant" — an employee assigned to the Great Start Readiness Program or other preschool programming.
- "Lead Administrative Assistant" — an employee assigned to a building or office lead clerical/administrative support role, generally reporting directly to a building administrator
- "Administrative Assistant/Athletic Director Assistant" — an employee assigned to a building or office clerical/administrative support role, generally reporting directly to a building administrator and/or athletic director
- "Preschool Lead Teacher" — an employee assigned lead classroom responsibility within the District's Great Start Readiness Program (GSRP) or other preschool programming, working under the supervision of the Early Childhood Supervisor.
- "Full-Time Employee" — an employee whose normal work week is thirty (30) hours or more.
- "Vacancy" — an assignment for which there is no occupant, or a newly created position.
- "Days," unless otherwise specified, means working days on which the District's central office is open, excluding Saturdays, Sundays, and holidays.

ARTICLE 6: QUALIFICATIONS, PROBATION & EVALUATION

Section 6.1 Nothing in this Article prevents the Board from establishing qualifications for a position, so long as such qualifications are reasonably related to the position.

Section 6.2 All newly hired bargaining unit members shall serve a probationary period of ninety (90) working days. During this period, the employee shall be trained and evaluated on job performance. Probationary employees may be disciplined or released at the District's discretion and shall not have access to the grievance procedure regarding discharge or non-renewal during probation.

Section 6.3 Upon successful completion of the ninety (90) working day probationary period, the employee's seniority date shall be the first day worked as a probationary employee, and the employee shall be placed on the seniority list and become eligible for all benefits of this Agreement.

Section 6.4 Annual Evaluation. Each bargaining unit member shall receive a written evaluation of work performance at least once annually, prior to June 1, conducted by the building principal with input from the employee's immediate supervisor and/or assigned teacher(s) where applicable. Employees rated "needs support" or the equivalent shall receive a follow-up evaluation prior to June 30 of the same year. Failure to provide a timely annual evaluation shall

constitute a presumption of satisfactory/effective performance. After two (2) consecutive years of a rating equivalent to effective, bargaining unit members will transition to an every other year evaluation cycle. GSRP teacher shall be evaluated based on LARA guidance. All other classifications shall be evaluated based on the negotiated evaluation tool.

Section 6.5 All evaluations shall be conducted openly and professionally, discussed with the employee, and signed by the employee (signature indicating receipt, not necessarily agreement). The employee may attach a written rebuttal within fifteen (15) working days, and the rebuttal shall be permanently attached to the evaluation in the personnel file. The employee shall have the right to have an Association representative present during any evaluation or complaint conference.

Section 6.6 Each employee, upon reasonable request to the Superintendent or designee, shall have access to review their own personnel file.

Section 6.7 Evaluation of Supervisors. Bargaining unit members shall be given the confidential opportunity, on a form developed jointly by the District and the Association, to evaluate the performance of their immediate building administrator or supervisor no less than once every two (2) school years. Results shall be compiled and reported to the Superintendent and the Board in aggregate, non-attributable form for informational purposes.

ARTICLE 7: HOURS OF WORK, ASSIGNMENTS & WORKING CONDITIONS

Section 7.1 Scheduled hours of work shall be set forth in each employee's position assignment, based on estimates from the building principal/supervisor, and may be amended during the year as student or District needs change. The building administrator shall seek input from affected employees when establishing work hours, breaks, and lunch schedules.

Section 7.2 Breaks and Lunch. Employees working four (4) or more hours per day shall receive one (1) paid fifteen (15) minute break. Employees working six (6) or more hours per day shall receive an unpaid thirty (30) minute duty-free lunch period, and employees working seven (7) or more hours per day shall receive two (2) paid fifteen (15) minute breaks in addition to the unpaid lunch. Employees shall be paid for all hours worked, including field trips, required trainings, and meetings.

Section 7.3 Building Assignment Meetings. Prior to the end of each school year, and no later than the first Wednesday of June, the building administrator shall hold a building assignment meeting to solicit employee input on the coming year's schedules and openings. Employees in good standing shall, to the degree possible, be assigned to their prior position; open positions within the building shall be offered first to personnel assigned to that building based on qualifications, with seniority as the tiebreaker. In the event two or more bargaining-unit members have equal seniority under this Agreement, any resulting tie shall be resolved by random drawing conducted jointly by the Association and the District. The random drawing shall occur in the presence of the affected employees and shall be conducted in a manner mutually agreed upon by the Association and the District. An employee may designate a proxy to bid on their behalf if unable to attend.

Section 7.4 Involuntary reassignment of an employee during the school year shall be based on qualifications, seniority, and the employee's expressed interest, but the building principal retains the ultimate right of assignment. Any long-term involuntary move may be appealed first to the building supervisor, then to the Superintendent. Involuntary assignment changes shall not otherwise be made during the school year absent a change in the affected student's needs, a building-safety concern, or a vacancy created by leave, resignation, or layoff.

Section 7.5 Field Trips. When a principal requests an employee's assistance on a field trip, all hours worked beyond the employee's normal work day shall be paid. If an employee volunteers to assist on a field trip, pay shall be at their normal daily rate. Employees shall be afforded a reasonable break opportunity during extended field trips.

Section 7.6 Additional preparation hours.

Bargaining unit members shall report for duty in accordance with the school calendar. In addition, employees in the classifications listed below shall report prior to the first day of student attendance, and, where noted, remain beyond the last day of student attendance, as follows:

Classification	**Days Prior to First Instructional Day**	**Days Following Last Instructional Day**
Lead Administrative Assistant	10 days (2 weeks)	5 days
Administrative Assistants/AD	5 days	2 days
GSRP Lead Teachers	7 days	2 days
GSRP Assistants	5 days	2 days
Media Center Paraprofessional	2 days	2 days

Section 7.7 Training. The District and the Union recognize their shared interest in ensuring that all bargaining unit employees receive required training in a timely and effective manner. In furtherance of this commitment, bargaining unit employees may be required to report on all calendar professional development days to participate in District-provided training, and shall be compensated at their regular rate of pay for all such time. Bargaining unit members shall be trained appropriate to the needs of their specific assignment..

1. The District shall be responsible for identifying all training required by law, regulation, or District policy, and for providing such training at no cost to the employee, including any required materials, certifications, or licensing fees.

2. All required training shall be conducted during the employee's regular working hours. Where operational needs require that training occur outside of regular working hours, affected employees shall be compensated at the applicable rate in accordance with this Agreement. The District shall make available, in consultation with the Association, dates and times reasonably designed to allow members to attend paid training necessary to their assignment.

a. When an employee is sent by the Administration to job-related training programs or courses, the costs of tuition, books, and supplies related to such training will be paid by the District. Employees will receive regular hourly pay for all required travel time (unless held at one of the district's regular work sites) and time spent in training.

b. For those out-of-town programs, conferences, courses, or workshops which the employee must attend at the direction of the Administration, the employee's expenses pursuant to attendance will be paid by the Employer. Attendance during working hours at out-of-town conferences will not cause the employee to suffer loss of pay or benefits.

c. Payment of expenses incurred by the Employer pursuant to this Article will be subject to itemization (i.e., receipts) and subject to per diem reimbursement rates established by the Employer. Prior to the bargaining unit member incurring any cost, the total cost of the training shall be disclosed (to the best ability of the Employer), and the per diem rate established for each separate training. The bargaining unit member has the right to decline the training if all costs are not reimbursed, but may agree to attend if the bargaining unit member chooses.

3. The parties agree to participate in the K-12 Curriculum Meeting that addresses professional development, meeting no less than once per year, to review upcoming training requirements, identify gaps in training delivery, and recommend improvements to training programs. This representative will be compensated their regular hourly rate to attend.

4. No employee shall be disciplined or adversely affected for failure to complete required training that the District has not made reasonably available.

B. CPR and first aid training will be provided and paid for required members yearly or as often as needed to maintain current certification. All paraprofessionals working with students who may require physical intervention shall be trained in Crisis Prevention Intervention (CPI) within two (2) years of hire, at no cost to the employee.

Section 7.8 An employee for whom dispensing medication is a primary, daily responsibility in addition to other duties shall receive a stipend of $250 per semester.

Section 7.9 Indemnification. To the extent permitted by law, the Board shall defend, indemnify, and hold harmless bargaining unit members from claims arising from the good-faith performance of medically related services to students in compliance with a student's Section 504 Plan or IEP, except for acts or omissions amounting to gross negligence or willful misconduct.

Section 7.10 Overload Assignments. Contractually mandated overload work of less than two (2) contiguous hours arising during the school year shall first be offered to the paraprofessional

already performing tasks in the affected classroom, to the extent possible, and shall not result in a decrease of hours for any employee absent a voluntary agreement.

Section 7.11 No bargaining unit member shall be assigned a schedule that would place them into unplanned overtime.

Section 7.12 The District shall pay the cost of the initial ETS ParaPro Assessment and any associated preparatory materials for any employee who elects to take the assessment for the purpose of meeting "highly qualified" requirements.

Section 7.13 Tuition or fees paid by an employee for job-related classes, workshops, or professional development, with prior administrative approval, shall be reimbursed by the District, subject to Article 23 (Tuition Assistance).

Section 7.14 Bargaining unit members will be compensated their hourly rate if they are requested to attend monthly after/before school "staff" meetings.

ARTICLE 8: OVERTIME PAY

Section 8.1 All hours worked by an employee in excess of forty (40) hours in one seven-day period (beginning Monday) shall be paid at one and one-half (1.5) times the employee's regular hourly rate, consistent with the Fair Labor Standards Act (FLSA).

Section 8.2 Overtime must be authorized in advance by the employee's immediate supervisor. The District will make every reasonable effort to distribute overtime opportunities as evenly as possible among qualified, available employees.

Section 8.3 An employee working more than one position at different rates shall be paid overtime for hours over a combined forty (40) hours, calculated at the blended rate required under the FLSA.

ARTICLE 9: ABSENTEEISM & SUBSTITUTES

Section 9.1 When unable to report for work, an employee must notify their immediate supervisor and/or the District's substitute-calling system at least one (1) hour prior to the start of their scheduled shift, except in the case of a bona fide emergency, which shall be evaluated on an individual basis.

Section 9.2 For an absence expected to exceed fifteen (15) consecutive school days, the employee shall notify the building principal and the Association building representative. Upon the employee's return, all displaced personnel shall be returned to the positions they held prior to the absence.

Section 9.3 It shall be the responsibility of the building principal or designee to determine whether a substitute is needed. Where a regular bargaining unit employee substitutes in a position outside the bargaining unit at a higher hourly rate, they shall be compensated at that higher rate for the hours worked.

Section 9.4 Chronic absenteeism or tardiness may result in progressive disciplinary action outlined in this agreement.

ARTICLE 10: HOLIDAYS

Section 10.1 All bargaining unit members shall be paid for the following eight (8) holidays, provided the employee works (or is on approved paid leave) their regularly scheduled day immediately before and immediately after the holiday:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Memorial Day

Section 10.2 Whenever a listed holiday falls on a Saturday, the preceding Friday shall be observed; whenever it falls on a Sunday, the following Monday shall be observed.

Section 10.3 An employee who is required to work on a recognized holiday shall be paid double time for all hours worked, in addition to holiday pay.

Section 10.4 If a holiday falls during an employee's approved paid leave or on a day the employee is otherwise not scheduled to work due to the school calendar, the employee shall be granted an equivalent day off with pay in lieu of the holiday, or holiday pay, at the District's discretion.

Act of God/Emergency Closing Days

Section 10.5 Employees shall be paid for up to six (6) "Act of God" days per school year on which school is closed due to weather, utility failure, road conditions, or other emergency conditions beyond the District's control without loss of pay and without charge to accumulated leave. Each such day shall be paid at the number of hours the employee would otherwise have been scheduled to work that day. Additionally, a bargaining unit member may use up to three (3) of their Sick Leave Days/Personal Business Days should the amount of "Act of God" days exceed the amount stated above.

Section 10.6 If instructional days lost to Act of God closures beyond the six (6) days in Section 10.5 are added to the school calendar and the employee is required to work those make-up days, the employee shall be paid for that work upon completion, in addition to (not in place of) the pay already received under Section 10.5.

ARTICLE 11: SICK DAYS AND SICK BANK

Section 11.1 All school-year employees shall be granted ten (10) sick days credited at the beginning of the school year. A sick day is valued at the employee's average daily hours worked.

Section 11.2 Unused sick leave shall accumulate from year to year to a maximum of one hundred (100) days. Sick leave shall be granted for personal illness or injury, a serious illness in the immediate family, when the employee's presence at school might be detrimental to the health of students or staff (as certified by a physician), and for the reasons set out in Articles 13 and 14.

Section 11.3 After five (5) or more consecutive days of illness, or upon a pattern of continuous absence, the District may require a physician's statement before the employee returns to work or continues to receive sick pay. Should the District determine that sick-leave privileges have been abused following an annual audit, the employee shall be notified in writing of the expected correction; failure to correct may result in progressive discipline.

Section 11.4 Sick leave used for pre-scheduled medical appointments or procedures should be requested in writing and scheduled with the supervisor's approval as far in advance as possible.

Section 11.5 At the end of each school year, an employee may elect to be paid out for up to three (3) of their banked sick days, upon written request to the Business Office by June 1. Sick days are valued at the employee's average daily hours worked.

Section 11.7 Family and Medical Leave Act. Per federal law and Board Policy 4430, employees working 1,250 hours or more during the applicable measuring period are eligible to elect leave under the FMLA. The rights afforded by the FMLA shall not diminish, nor be used to expand, the benefits otherwise provided under this Agreement.

Section 11.8 Sick Bank. When a bargaining unit member's sick leave has been exhausted, such employee may be granted additional sick leave days in a number not to exceed twenty (20) days. To be eligible to draw from the Bank, the employee must present a doctor's certificate of his/ her own FMLA qualifying illness or injury from a non-immediate (spouse, child, sibling, sibling-in-law, parent, parent-in-law, immediate step-parent, or those who reside in the same household) physician. The additional days cannot be used to care for a family member. These additional sick leave days will be drawn from a Sick Leave Bank, the formation and administration of which shall be as follows:

a. To be eligible to draw from the sick bank, the bargaining unit member must have an FMLA qualifying illness or injury and must have contributed to the bank during the period the additional days are requested.

b. Each bargaining unit member may contribute hours equivalent to one (1) of his/her accumulated sick leave days to the sick leave bank. Additional hours shall be requested when the sick leave bank is depleted to one hundred (100) hours or less.

c. The sick leave bank shall be available only for individuals on a qualifying for FMLA leave of absence.

d. A bargaining unit member may not draw in excess of twenty (20) days from the bank in any one (1) school year.

e. A bargaining unit member who used the equivalent of twenty (20) sick leave days shall not draw additional hours from the sick leave bank in a subsequent year until he/she has contributed the equivalent of at least one additional day to the sick leave bank.

The Association President will be provided a report on the donation and utilization of the sick leave bank upon request.

ARTICLE 12: PERSONAL BUSINESS LEAVE

Section 12.1 Employees shall be allowed three (3) days per year for personal business that cannot reasonably be conducted outside of working hours. Requests shall be submitted to the immediate supervisor at least two (2) working days in advance, except in emergencies. Personal business leave shall not be used for recreational purposes, nor for the day immediately before or after a holiday or scheduled vacation period, except with prior approval of the Superintendent or designee.

Section 12.2 Unused personal business days shall carry over from year to year to a maximum accumulated bank of five (5) days; personal business days beyond the five (5) day maximum shall convert to accumulated sick days at the close of the school year.

Section 12.3 Personal business leave is valued at the employee's average daily hours worked.

ARTICLE 13: BEREAVEMENT LEAVE

Section 13.1 An employee shall be granted up to five (5) days of paid bereavement leave, not charged against Personal Business Days or Sick Days leave, for a death in the immediate family. "Immediate family" means spouse or domestic partner, parent, step-parent, child, step-child, sibling, step-sibling, grandparent, grandchild, parent-in-law, sibling-in-law, grandparent-in-law, any relative who is a permanent resident of the employee's household, or in the case of a miscarriage of the member or their significant other. The length of leave for this purpose shall not exceed the time reasonably necessary to arrange proper care for those affected.

Section 13.2 Sick days and/or personal business days may additionally be used, upon request, to attend the funeral or memorial service of a person of significance to the employee who does not meet the immediate-family definition above, subject to supervisor approval.

Section 13.3 Requests for bereavement leave shall be made to the employee's immediate supervisor as far in advance as reasonably possible, and no less than two (2) days in advance when the date of the service is known in advance.

ARTICLE 14: UNPAID LEAVES

Section 14.1 Medical Leave. Any employee whose personal illness, injury, or disability extends beyond available paid leave shall be granted an unpaid medical leave of absence for such time as is medically necessary, up to the balance of the school year, extendable for one additional school year upon written request supported by physician documentation. Upon return with medical clearance, the employee shall be reinstated to the same or a substantially equivalent position for which they are qualified.

Section 14.2 Pregnancy, Parental, Adoption and Foster Leave. Pregnancy disability leave shall be granted upon written request after pregnancy has been determined and shall be treated as any other temporary disability for purposes of sick-leave use. Upon conclusion of any period of disability, an employee may request unpaid parental leave (birth, adoption, or foster placement) for up to one (1) full year, extendable by one additional year upon written request. An employee returning from leave of three (3) months or less shall be restored to the same position; an employee on leave longer than three (3) months shall be restored to the same or a substantially equivalent position, subject to qualification.

Section 14.3 Military Leave. Leave without pay shall be granted to any employee inducted or enlisted into any branch of the United States armed forces, with reinstatement rights as required by applicable federal and state law. Seniority shall continue to accrue during military leave.

Section 14.4 Unpaid Leave. Upon written application, an employee with three (3) or more years of service may be granted an unpaid personal leave of absence for up to one (1) year, subject to the operational needs of the District. Employees on leave must submit a written request to return by March 15 for the following August; failure to do so shall be considered a resignation. Upon return, the bargaining unit member shall be placed in the same or similar position.

Section 14.5 Association Leave. Upon written request of the Association, one member elected or selected to an Association or affiliate position requiring full-time release shall be granted a leave of absence for up to one (1) year, renewable by written request, with reinstatement rights under Article 17.

Section 14.6 Insurance Continuation. An employee on an unpaid leave of absence may elect to continue group insurance coverage at their own expense, provided arrangements are made with the Business Office and premium payments are timely made.

ARTICLE 15: JURY DUTY & COURT APPEARANCES

Section 15.1 An employee called for jury duty shall be paid the difference between their regular pay and any compensation received for jury service. Time so lost shall not be deducted from personal business days, sick days or any other accumulated leave.

Section 15.2 An employee subpoenaed to testify, or otherwise required to appear, during scheduled work hours in a matter connected with District employment shall be paid their full compensation for such time without charge to accumulated leave, provided the employee is not the charging party in the underlying matter.

ARTICLE 16: VACANCIES, TRANSFERS & PROMOTIONS

Section 16.1 Vacant positions within the bargaining unit shall be e-mailed to all unit members and posted for a minimum of five (5) working days before being filled or posted externally. A copy of each posting shall be sent to the Association President.

Section 16.2 Internal bargaining unit applicants shall receive first consideration over external applicants for posted vacancies. Vacancies shall be filled on the basis of qualifications; where qualifications between applicants are relatively equal, seniority shall govern.

Section 16.3 A block of assignment time of two (2) or more contiguous hours per day (ten (10) or more hours per week) shall be posted as a vacancy. Changes of less than two (2) hours per day may be assigned directly by the building administrator.

Section 16.4 Positions expected to exist for ninety (90) working days or fewer are temporary and need not be posted; if such a position continues beyond ninety (90) working days, it shall then be posted as a vacancy.

Section 16.5 An employee who changes positions, whether by transfer, or promotion, shall be given a trial period of up to thirty (30) working days to demonstrate the ability to perform the new position. The District shall provide reasonable assistance (shadowing, orientation, review of student plans) during the trial period. If the employee is unable to demonstrate the required ability, they shall be returned to their previous assignment, or similar position.

Section 16.6 Where a vacancy must be filled promptly due to a child's IEP or Section 504 Plan, the Association President and Vice President shall be notified, and the position shall be filled expeditiously, generally within twenty (20) working days.

Section 16.7 If transferred or promoted into GSRP positions, the employee would be given ample time to complete all LARA required certifications and training, unless a state approved compliance plan is initiated.

ARTICLE 17: SENIORITY, LAYOFF & RECALL

Section 17.1 District-wide seniority shall be based on the employee's original date of hire into the bargaining unit, following successful completion of the probationary period as set out in Article 6. The District shall furnish the Association with an updated seniority list at least twice per school year (on or about October 1 and March 1).

Section 17.2 An employee shall lose seniority and be removed from the seniority list only if the employee: (a) resigns; (b) is discharged and the discharge is not reversed through the grievance procedure; (c) fails to return from an approved leave or from layoff as provided herein; or (d) remains on layoff status for longer than three (3) years, or the employee's accrued district-wide seniority at the time of layoff, whichever is shorter.

Section 17.3 Layoff. If the District determines that a reduction in force is necessary, layoffs shall occur, within the affected classification(s), in the following order: temporary/substitute employees, probationary employees, and then regular employees in inverse order of seniority, provided remaining employees have the present skill and ability to perform the required work.

The District shall provide the Association and affected employee(s) with at least fourteen (14) calendar days' written notice of layoff.

Section 17.4 Recall. Laid-off employees shall be recalled in order of seniority to openings in the classification from which they were laid off, provided they have the present skill and ability to perform the work. Notice of recall shall be sent by certified mail to the employee's last known address, with a copy to the Association President. An employee shall have fourteen (14) calendar days to accept recall and shall be considered to have resigned if they fail to respond or report as scheduled, absent extenuating circumstances.

Section 17.5 Employees on layoff shall accrue seniority for up to three (3) years and shall remain on the recall list for that period, or a period equal to their seniority at layoff, whichever is longer. The District shall not hire a new employee into a bargaining unit position while a qualified employee remains on layoff.

ARTICLE 18: DISCIPLINE, SUSPENSION & DISMISSAL

Section 18.1 The discipline of employees is a management right and may include oral reprimand, written reprimand, suspension, demotion, or dismissal, in each case for just cause. Discipline shall be administered in private.

Section 18.2 Employees shall be entitled at all times to have an Association representative of their choosing present when being disciplined; the administration shall inform the employee of this right prior to any disciplinary meeting. If the employee requests representation, the administration shall delay the meeting for up to twenty-four (24) hours, or a mutually agreed time, to permit the representative to attend.

Section 18.3 If the District investigates an incident prior to imposing discipline, the investigation shall be completed within ten (10) working days, extendable by up to ten (10) additional working days with notice to the employee that the investigation remains ongoing. Any written record placed in the employee's personnel file shall be provided to the employee within ten (10) working days, and the employee shall have the right to attach a written rebuttal within thirty (30) days.

Section 18.4 A grievance challenging a suspension of three (3) or more days, or a discharge, shall be initiated at Level 2 of the grievance procedure in Article 19.

Section 18.5 An employee desiring to resign shall provide written notice to the Board at least ten (10) working days prior to the effective date, where reasonable.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 19.1 Definition. A grievance is an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement. This procedure is the exclusive means of resolving such disputes, and shall not extend to matters involving the discharge or non-renewal of a probationary employee, or matters for which recourse exists under state or federal statute.

Section 19.2 Pre-Grievance/Informal Level. An employee who believes a violation has occurred shall first discuss the matter informally with their immediate supervisor within ten (10) working days of the occurrence or of when the employee reasonably should have known of it, with or without an Association representative present.

Section 19.3 Level 1. If not resolved informally, the grievance shall be reduced to writing on the form in Appendix B, signed by the grievant, and submitted to the building principal or supervisor within five (5) working days of the informal discussion. The principal or supervisor shall respond in writing within five (5) working days of receipt.

Section 19.4 Level 2. If unresolved, the Association may appeal in writing to the Superintendent or designee within ten (10) working days of the Level 1 response. The Superintendent or designee shall meet with the grievant and Association representative and issue a written decision within ten (10) working days of that meeting.

Section 19.5 Level 3 Arbitration. If unresolved at Level 2, the Association may, within fifteen (15) working days, submit the grievance to binding arbitration by written notice to the Superintendent. If the parties cannot mutually agree upon an arbitrator within ten (10) working days, an arbitrator shall be selected through the American Arbitration Association (AAA) in accordance with its Voluntary Labor Arbitration Rules. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, or to establish or alter wage rates. The decision of the arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator shall be shared equally by the District and the Association; each party bears its own additional costs.

Section 19.6 Time limits at any step may be extended by mutual written consent. Failure of the Association to timely appeal shall be deemed acceptance of the District's last answer; failure of the District to timely respond shall permit automatic advancement to the next level. A grievance may be withdrawn at any level without precedent, and no reprisal shall be taken against any participant in the grievance procedure.

ARTICLE 20: INSURANCE BENEFITS

Section 20.1

The District shall provide health insurance coverage through MESSA/Blue Cross Blue Shield of Michigan (BCBSM) to eligible bargaining unit members in accordance with the following:

1. Paraprofessionals, Administrative Assistants assigned athletic director duties, and GSRP Assistants shall be eligible for single subscriber (employee-only) coverage.
2. Lead Preschool Teachers and Lead Administrative Assistants shall be eligible for full family coverage.
3. All health insurance plans shall be MESSA/BCBSM plans mutually agreed upon by the District and the Association.
4. The District shall contribute toward the cost of health insurance coverage for each eligible employee up to the maximum employer contribution permitted under the Michigan Publicly Funded Health Insurance Contribution Act (the "Michigan Hard Cap"), as adjusted annually by the State of Michigan.
5. If the premium cost of the coverage selected by the District exceeds the applicable Michigan Hard Cap amount, the employee shall be responsible for the difference between the applicable premium and the maximum amount contributed by the District under the Hard Cap.
6. The District shall comply with all applicable Michigan law governing public employer contributions toward health insurance, including any annual adjustments to the statutory Hard Cap. Any change in the statutory Hard Cap shall automatically be reflected in the District's maximum contribution under this provision.
7. Nothing in this provision shall be construed to require the District to contribute more than the maximum amount permitted under Michigan law, unless otherwise required by law or expressly agreed to by the parties.

Section 20.2 Health Savings Account. Where the District's health plan is a qualifying High Deductible Health Plan (HDHP), the District shall make a Health Savings Account (HSA) available to eligible employees, funded consistent with the District's contribution obligation under Section 20.1.

Section 20.3 Option in Lieu of Coverage. An employee who is eligible for medical coverage but who provides proof of other coverage and declines District coverage shall receive an annual cash-in-lieu payment of $1,500, prorated for employees working fewer than thirty (30) hours per week, paid through an IRS Section 125 cafeteria plan. The proration is based on daily hours as follows: 6+ hours = $1500, 5-6 hours = $1250, 4-5 hours = $1000, 3-4 hours = $750, 2-3 hours = $500,1-2 hours = $250

Section 20.4 Dental & Vision Insurance. The District shall provide group dental and vision insurance up to full family, at no cost to the employee.

Section 20.5 Life Insurance. The District shall provide, at no cost, term life insurance and accidental death and dismemberment (AD&D) coverage in the amount of $50,000 for

employees. Employees may purchase additional voluntary life insurance through payroll deduction.

Section 20.6 Long-Term Disability. The District shall provide, at no cost, long-term disability insurance for full-time employees, providing benefits commencing after sixty (60) calendar days of qualifying disability at a rate consistent with the carrier's policy then in effect.

Section 20.7 Worker's Compensation. An employee injured in the line of duty shall receive compensation as prescribed by the Michigan Worker's Disability Compensation Act. The District shall supplement such compensation, to the extent of the employee's accumulated sick leave, so as to maintain the employee's regular take-home pay for up to sixty (60) calendar days.

Section 20.8 In the event of an employee's death while employed, the District shall continue the employee's health coverage through the end of the month in which death occurs and shall pay the cost of one additional month of COBRA continuation coverage.

Section 20.9 HIPAA. Board Policy 4419.02 sets out the District's procedures for complying with the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA). Employees may direct questions or suggestions regarding these procedures to the Superintendent's office.

Section 20.10 Medical Flexible Spending Account. The District shall make available a pre-tax Medical Flexible Spending Plan for eligible employees to fund out-of-pocket medical, dental, and vision costs through payroll deduction exempt from federal, state, and Social Security tax. Other than upon hire, enrollment occurs annually in December for the plan year running January 1 through December 31.

ARTICLE 21: SEVERANCE / RETIREMENT PAY

Section 21.1 An employee who has been continuously employed by the District for a minimum of ten (10) consecutive years and who resigns for the purpose of retirement shall receive severance pay equal to one-half (1/2) of the employee's regular daily base pay for each day of accumulated sick leave, not to exceed a total payment of $3,000.

Section 21.2 In the event of an employee's death while employed, accumulated personal business days/sick leave days shall be paid to the employee's designated beneficiary (or estate, if none is designated) up to the same maximum severance payment described in Section 21.1.

Section 21.3 An employee terminated at the District's direction, or who resigns other than for retirement, shall not be eligible for severance pay under this Article.

Section 21.4 The employee shall notify the Superintendent, in writing, of their intention to resign for the purpose of retirement no later than November 15 if retiring at the end of the first semester and April 1 if retiring at the end of the second semester of the school year.

Section 21.5 MPSERS. The Office of Retirement Services (ORS) administers the Michigan Public School Employees Retirement System (MPSERS). Employees shall be enrolled consistent with state law and their date of first employment within a Michigan public school system, and ORS deductions shall be made each pay period as required by law. The District shall make

available a Section 403(b) plan and a Dependent Care flexible spending account to all bargaining unit members.

ARTICLE 22: WAGES & COMPENSATION

Section 22.1 Employees shall be compensated in accordance with the wage schedules set forth in Appendix A, which is incorporated into and made a part of this Agreement.

Section 22.2 Step Movement. Employees shall advance one step on the applicable wage schedule effective August 24 of each year of this Agreement. The District may grant placement above Step 1 up to Step 5 for verified, directly relevant prior experience for new hires.

Section 22.3 Work Out of Classification. An employee required to work in a higher classification shall be paid the rate of the higher classification for the entire day or shift in which such work is performed.

Section 22.4 When a bargaining unit member substitutes for a teacher for at least a class period/hour, that member will receive an additional $5.00 per class period/hour on their hourly rate of pay.

Section 22.5 Summer Pay Rates. Paraprofessionals are typically assigned within the September-to-June school cycle. An employee who elects to accept an elective summer assignment shall be paid the rate offered for that assignment, following the applicable step schedule (e.g., a second summer working the same assignment is paid at Step 2).

Section 22.6 Payroll. Wages shall be paid according to the District's payroll schedule, which shall be provided to all employees and the Association annually. Employees are paid through the Office of Retirement Services payroll system.

Section 22.7 New or Significantly Changed Positions. When the District creates a new position or materially changes the method of operation for an existing one, it may establish a temporary rate, after discussion with the Association President, for a period not to exceed forty-five (45) working days, during which the parties shall bargain the permanent rate for the position.

Section 22.8 Payroll Deduction. Upon receipt of a signed written authorization from the employee, the District shall provide payroll deduction for: (a) MESSA insurance products; (b) MEA Financial Services annuity and investment products; (c) contributions to the Michigan Education Trust (MET) or another 529 college savings plan; (d) credit union deposits; and (e) authorized charitable contributions. Amounts deducted shall be remitted to the designated payee no later than ten (10) working days following the close of each pay period, together with an itemized list of contributing employees. An employee may revoke a deduction authorization under this Section upon thirty (30) days' written notice to the Business Office, except that revocation of dues deduction is governed by the separate dues-authorization card on file with the District.

Section 22.9 Financial Reopener.Terms and conditions of the financial components of this contract are agreed upon for the 2026-2027 school year only. 2027-2028 and 2028-2029 financial agreements will be negotiated on a yearly basis.

Appendix A contains the full wage schedules for Paraprofessionals, Teacher Assistants, Lead Administrative Assistants, and Preschool Lead Teachers for each year of this Agreement.

ARTICLE 23: TUITION ASSISTANCE

Section 23.1 Employees shall be eligible for tuition reimbursement provided all of the following conditions are met: (a) the employee has been continuously employed by the District for at least thirty-six (36) consecutive months; (b) is pre-approved in writing by the Superintendent; (c) education-related coursework is taken through a college or university accredited by a recognized regional accrediting body; and (d) the employee earns a grade of "B" or better, as verified by an official transcript or report card submitted with the reimbursement request.

Section 23.2 Bargaining unit members taking courses at an approved college or university will be reimbursed at the rate of one half (1/2) of the tuition charges of the institution offering the course.

Section 23.3 Transcripts documenting the approved semester hours shall be submitted to the Superintendent's office by the end of each quarter, semester or trimester for payment.

ARTICLE 24: MILEAGE REIMBURSEMENT

An employee required to use a personal vehicle for District business, including reassignment between buildings during the workday, shall be reimbursed at the current IRS standard mileage rate then in effect. Reimbursement requests shall be submitted on District-provided forms and approved by the employee's building administrator or supervisor.

ARTICLE 25: SAFETY & HEALTH PROTECTION

Section 25.1 The District shall be responsive to safety concerns raised by employees and shall maintain reasonably safe working conditions. No employee shall be assigned to work in a hazardous area or to operate any vehicle or equipment in violation of an applicable safety statute or regulation. Employees shall not be required to work under conditions that endanger health, safety, or well-being, as determined by applicable OSHA, MIOSHA, or other governmental regulations; an employee required to continue working under such conditions shall be reassigned, at their regular rate of pay, until the condition is corrected. Employees shall promptly report, in writing, any operating defect related to the safe operation of equipment or vehicles they use.

Section 25.2 Support with Student Discipline. The District shall support and assist employees with respect to the maintenance, control, and discipline of students in the employee's assigned work area. The District or its designated representative shall take reasonable steps to support the employee in the performance of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

ARTICLE 26: GENERAL PROVISIONS

Section 26.1 This Agreement shall be applied uniformly to all eligible bargaining unit members without discrimination as to age, sex, marital status, race, disability, religion, national origin, political affiliation, sexual orientation or gender identity.

Section 26.2 This Agreement supersedes any Board rule, regulation, or practice that is contrary to or inconsistent with its terms, and shall be incorporated into the District's established policies. New or revised work rules shall be discussed with the Association prior to becoming effective and, except in emergencies, shall not take effect until ten (10) days after posting.

Section 26.3 Job descriptions for each classification shall be developed in consultation with the Association and made available to all employees within ninety (90) days of ratification of this Agreement, and to new hires at the time of hire. See Appendix D for general assignment descriptions.

Section 26.4 Copies of this Agreement shall be provided to the Association President and posted on the District's transparency webpage as required by law.

Section 26.5 Identification Badges. Employees issued District identification badges shall wear them visibly at all times while on duty.

Section 26.6 Facility Use. The Association and its members shall have the privilege of using school facilities for Association meetings outside of school hours, on the same basis as other recognized school organizations and consistent with District policy.

Section 26.7 Severability. If any provision of this Agreement is held invalid by operation of law, the remainder of the Agreement shall not be affected, and the parties shall promptly enter into negotiations to arrive at a mutually satisfactory replacement provision.

Section 26.8 Maintenance of Standards. Except as this Agreement is hereafter modified by mutual written agreement of the parties, all terms and conditions of employment applicable to bargaining unit members, including established practices and benefits in effect as of the effective date of this Agreement whether or not expressly referenced herein, shall be maintained at not less than the standard in effect on that date. Nothing in this Section prevents the District from implementing improvements to any term or condition of employment, or from complying with a change required by law.

Section 26.9 All bargaining unit members shall be provided a secure designated location for their personal belongings.

ARTICLE 27: NEGOTIATION PROCEDURES

At least ninety (90) days prior to the expiration of this Agreement, the parties shall commence negotiations for a successor agreement covering wages, hours, and other conditions of employment. Neither party shall control the selection of the other's bargaining representatives. No final agreement is effective without ratification by a majority of the Board of Education and by a majority of the voting membership of the Association. If the parties fail to reach agreement,

either party may invoke the mediation services of the Michigan Employment Relations Commission (MERC).

ARTICLE 28: STRIKES

The Association shall not cause, engage in, or sanction any strike, work stoppage, or refusal to perform assigned duties, and no bargaining unit member shall participate in any such action during the term of this Agreement. Any employee who causes or participates in a strike or work stoppage shall be subject to disciplinary action, up to and including discharge.

ARTICLE 29: DURATION OF AGREEMENT

Section 29.1 This Agreement shall be effective as of August 24, 2026, and shall remain in full force and effect through August 23, 2029, unless extended by mutual written agreement of the parties.

Section 29.2 Annexation/Consolidation. In the event of any annexation, consolidation, reorganization, or transfer of all or part of the District's operations to another public entity, this Agreement and all its terms and conditions shall continue in full force and effect for the remainder of its term and shall be binding upon the successor entity. The parties shall meet to bargain the impact of any such action on wages, hours, and other terms and conditions of employment prior to its effective date.

Section 29.3 Consortia. The District shall not enter into or participate in any consortium, shared-services agreement, or intermediate school district arrangement that results in the loss of bargaining unit positions, or a reduction in the wages, benefits, or working conditions of bargaining unit members, without first bargaining the impact of such participation with the Association.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

ELK RAPIDS SCHOOLS BOARD OF EDUCATION

By: _____ Date: 8/25/26

By: _____ Date: 8/25/26

By: _____ Date: 8/25/26

By: _____ Date: 8/25/26

ELK RAPIDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, MEA/NEA

By: Andrea Ritt Date: 8/26/26

By: Courtney Pomatossi Date: 8/26/26

By: [signature] Date: 8/27/26

By: Heather Halvorsen Date: 8/27/26

APPENDICES — REFERENCE SET
Included below for reference; tracked alongside their governing Articles.

ARTICLE A: WAGE SCHEDULES

Paraprofessional

Step	Hourly Rate
1	$18.00
2	$18.75
3	$19.50
4	$20.25
5	$21.00
6	$21.75
7	$22.50
8	$23.25
9	$24.00
10+	$24.75

Preschool Assistant (GSRP Assistant)/CMS and ERHS Administrative Assistant with Athletic Assistant Duties

These two classifications share an identical wage schedule.

Step	Hourly Rate
1	$18.25
2	$19.00
3	$19.75
4	$20.50
5	$21.25
6	$22.00
7	$22.75
8	$23.50
9	$24.25
10+	$25.00

Lead Administrative Assistant

Step	Hourly Rate
1	$20.00
2	$21.00
3	$22.00
4	$23.00
5	$24.00
6	$25.00
7	$26.00
8	$27.00
9	$28.00
10+	$29.00

Preschool Lead Teacher

Step	Hourly Rate
1	$23.50
2	$24.60
3	$25.70
4	$26.80
5	$27.90
6	$29.00
7	$30.10
8	$31.20
9	$32.30
10+	$33.40

ARTICLE B: GRIEVANCE REPORT FORM

ELK RAPIDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION — GRIEVANCE REPORT

Grievance #: _____

Date Filed: _____

Grievant(s): _____

Building: _____

Date Cause of Grievance Occurred:

_____

Statement of Grievance:

Article/Section of Agreement Allegedly Violated:

Relief Sought:

Signature of Grievant: _____ Date: _____

Level 1 — Building Principal / Supervisor

Date Received: _____

Disposition:

Signature: _____ Date: _____

Level 2 — Superintendent or Designee

Date Received: _____

Disposition:

Signature: _____ Date: _____

Level 3 — Arbitration

Date Demand for Arbitration Filed: _____

Date of Hearing: _____

Arbitrator's Decision:

ARTICLE C: EMPLOYEE EVALUATION FORM

Name of Employee: **Evaluation Year:**

Quality/Quantity of Work	E	G	S	N	NB
Demonstrates job knowledge					
Attempts to develop new job skills					
Completes job assignments within deadlines and schedules					
Follows direction					
Follows district policy					
Performs duties accurately					
Quality of work output					
Prioritizes work effectively					

Cooperation with Others	E	G	S	N	NB
Employees					
Students					
Parents/Public					
Administration					
Supervisor					
Follows proper channels of communication					
Willingness to work with and assist others when requested/needed					

Work Habits and Attitudes	E	G	S	N	NB
Dependable					
Overall Attendance and Punctuality					
Maintains acceptable attendance					
Performs work in an orderly manner					

Willingness to accept/take direction					
Accepts the responsibility of the job willingly					
Demonstrates and models a growth mindset					

Work Habits and Attitudes; continued	E	G	S	N	NB
Works well without supervision					
Uses good judgement					
Dresses professionally					
Maintains neet and clean work area					
Demonstrates initiative					
Willing to perform other duties as assigned.					

Additional Comments:

Self Improvement	E	G	S	N	NB
Strives to develop new job skills					
Strives to improve job performance					
Demonstrates desire to learn					

Comments for next year

The overall evaluation of this employee is: _____

_____ _____

(Supervisor Signature) *(Date)*

_____ _____

(Employee Signature) *(Date)*

**I have reviewed this evaluation with my supervisor and have received a copy. The presence of the employee's signature shall indicate that the employee has reviewed the evaluation form. Signature does not necessarily imply agreement with the evaluation.*

____ *I choose not to attach a written statement.*

____ *The evaluatee has the right and intends to prepare a written statement to this evaluation in a reasonable period of time as agreed to with the evaluator (due date:_____). The response shall be attached at the time the evaluation is submitted to Human Resources.*

Narrative Description of Rating				
E=Effective	**G=Good**	**S=Satisfactory**	**N=Needs Support**	**NB=No Basis**
Individual performance level is consistently beyond normal	Individual performance level is occasionally beyond normal	Individual performance level fulfills the job requirements	Individual performance level is below the job requirements but could be improved	Used when evaluator is unable to form a judgement on the employee's

job requirements and expectations.	job requirements and expectations.	and expectations.	through development, experience and/or application.	performance on this factor because the factor does not apply

ARTICLE D: CLASSIFICATION/ASSIGNMENT DESCRIPTIONS

These descriptions are illustrative of typical duties by assignment and are not intended to limit an employee to only the tasks listed, nor to require any employee to perform duties outside the scope of this Agreement or applicable law. Employees shall perform all duties in a professional manner and shall perform other related duties as assigned.

Title I / Reading Intervention

- Works with Tier II/III reading intervention students individually or in small groups
- Collaborates with classroom and special education staff on student progress
- Prepares, submits, and maintains student-centered progress documentation
- Assists and supervises student arrival/dismissal

Inclusion / Special Education Support

- Provides necessary support to assigned students (including toileting, lifting, and mobility assistance)
- Collaborates with the classroom teacher and special education staff on interventions
- Implements and monitors behavior-management strategies under a teacher- or clinician-developed plan
- Completes required documentation, including behavior logs and health-related records
- Where assigned to a medically fragile student, provides self-care support (e.g., diapering, toileting, feeding) and, as trained and authorized under a student's IEP, 504 Plan, or Individualized Health Care Plan, medical support such as blood/finger-prick testing, oral medication administration, catheter care, or suctioning; see Article 7, Section 7.8 for related stipends
- Physical intervention (per CPI training) to keep a student and others safe from harm, and reporting/handling of discipline matters consistent with Board policy and legal requirements

General Education Support

- Lunchroom and playground/recess monitoring and supervision
- Office and classroom clerical support
- Administration of emergency medication (e.g., EpiPen) consistent with training and district policy

Media/Technology

- Assists in the overall operation of the school media center; circulation and inventory of materials
- First-line technical support/troubleshooting for student and staff devices
- Assists during arrival/dismissal, lunchroom, and recess duties as assigned (elementary)

Lead Administrative Assistant

- Serves as the lead clerical/administrative support for a building principal, director, or the Superintendent's office
- Manages front-office operations, including greeting visitors, answering phones, and maintaining student and staff records
- Coordinates building-level scheduling, correspondence, purchasing/requisition paperwork, and calendar management
- Maintains confidentiality of student, personnel, and District records consistent with FERPA and Board policy
- Trains and provides day-to-day guidance to other building office support staff, where assigned

Preschool Lead Teacher

- Holds lead classroom responsibility for GSRP or other District preschool programming under the supervision of the Early Childhood Supervisor
- Plans and delivers developmentally appropriate early-childhood instruction consistent with GSRP/Great Start requirements
- Completes required state and program documentation, including student assessments and licensing paperwork
- Communicates regularly with parents/guardians regarding student development and program requirements
- Attends required Early Childhood professional development and licensing-related training

ARTICLE E: SICK DAY FORMS

SICK DAY DONATION:

Employee Name (Donor):

_____

I voluntarily donate from my accumulated bank of sick days:

Number of Days/Hours Donated:

_____

I understand that the days/hours donated will be deducted from my accumulated leave bank, that this donation is entirely voluntary, and that it has been made at my own request and not at the request of the District or the Association.

Signature of Donating Employee:

_____

Date: _____

SICK LEAVE BANK APPLICATION TO DRAW FROM THE BANK

Pursuant to Section 11.8 of the Agreement

To be completed by a bargaining unit member whose own accumulated sick leave has been exhausted and who is requesting additional days from the Sick Leave Bank. A doctor's certificate of the employee's own FMLA-qualifying illness or injury, from a physician who is not an immediate family member, must be attached. Days drawn from the Bank may not be used to care for a family member.

Employee Name: _____

Position / Building: _____ Date of Request: _____

Date individual sick leave balance was exhausted: _____

Eligibility Certification – the employee must certify all of the following:

☐ I have an FMLA-qualifying illness or injury, supported by an attached physician's certificate from a non-immediate-family physician.

☐ My individual accumulated sick leave has been exhausted.

☐ I have contributed to the Sick Leave Bank during the period for which these days are requested.

☐ The days requested will be used for my own qualifying illness or injury, and not to care for a family member.

☐ If I have previously drawn the equivalent of twenty (20) sick leave days from the Bank in a prior school year, I have since contributed at least one (1) additional day before submitting this request.

Requested Leave:

Anticipated start date: _____ Anticipated end date: _____

Number of Sick Bank days requested (not to exceed 20 days per school year): _____

Brief description of qualifying circumstance (optional; physician's certificate governs): _____

I certify that the information provided above is true and accurate, and I authorize the District to verify my sick leave balance and Sick Leave Bank contribution history in connection with this request.

Employee Signature / Date

Supervisor Acknowledgment / Date

SICK LEAVE BANK PAYOUT/DISBURSEMENT AUTHORIZATION

Pursuant to Section 11.8 of the Agreement

To be completed by the Business Office/Human Resources upon approval of an Application to Draw From the Sick Leave Bank, to authorize disbursement of days and record the resulting change to the employee's leave record and the Bank balance.

Employee Name:

Position / Building:

Related Application Date:

Disbursement Detail:

Days approved for disbursement:

Days approved this school year, cumulative:

Disbursement period – start date:

Disbursement period – end date:

Sick Leave Bank Balance Reconciliation:

Bank balance before disbursement (hrs):

Hours disbursed (days × avg. daily hours):

Bank balance after disbursement (hrs):

Approval:

Business Office / HR Preparer – Signature / Date

Superintendent or Designee – Approval Signature / Date