MASTER AGEEMENT

between the

East Jordan Board of Education

and the

East Jordan Teacher Assistants

Master Agreement 2024-2027

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LENGTH OF AGREEMENT

The terms of this Agreement shall remain in effect from July 1, 2024 through June 30, 2027.

RECOGNITION

The Board of Education of the East Jordan Public School District (hereinafter called the Board) hereby recognizes the East Jordan Teacher Assistant Association as the sole and exclusive bargaining representative for all teacher assistants and library assistants in the East Jordan School District, but excluding all supervisory and executive personnel (including the day care director and/or coordinator and day care staff), substitutes, and all other employees of the East Jordan Schools.

The term employee when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit.

LUNCH PROVISIONS

No employee shall be required to have a lunch period lasting more than forty-five (45) minutes.

SENIORITY

A. Seniority shall be defined as length of service with the district, as of the bargaining unit member's first working day. When a bargaining unit member leaves a seniority classification his/her seniority will be frozen in that seniority classification. When he/she returns to the bargaining unit the seniority will be unfrozen.

B. There shall be no seniority among probationary employees until satisfactory completion of the probationary period at which time seniority shall be retroactive to the date of hire as a bargaining unit member.

C. A bargaining unit member shall lose seniority rights if she/he retires, resigns, or is discharged and is no longer an employee of the district.

D. A new bargaining unit member shall be considered to be probationary until he/she has successfully completed ninety (90) work days in the district.

E. In the case of more than one individual bargaining unit member beginning employment on the same date, the supervisor's written evaluations and other appropriate criteria will be used by the Board to make a final decision on which employee shall be senior. All Board decisions shall be final and binding.

VACANCIES AND TRANSFERS

Notice of all vacancies, including long-term substitute opportunities, shall be delivered to each member of the bargaining unit via campus mail not less than five (5) calendar days prior to filling the position. During vacation periods, notice of such vacancies shall be mailed to the member's home address. Members taking a long-term substitute position shall have the opportunity to return to the position vacated, or a similar position.

PROBATIONARY PERIOD

All new personnel shall have a ninety (90) work day probationary period, (not including summer vacation. New personnel shall be eligible for life insurance benefits the first of the month following the completion of their probationary period.

SICK LEAVE

Full time personnel to receive one (1) sick day per month worked. Sick leave to accumulate from year to year to a maximum of ninety (90) days. Regularly scheduled part time personnel to receive a pro-rated share in accordance with hours worked per day. After three (3) days of illness the Board may require a physician's statement.

SNOW DAYS OR ACT OF GOD DAYS

The parties agree to continue their practice of compensating employees on days when school is closed due to inclement weather, severe storms, fires, epidemics, or other conditions beyond the control of school authorities. However, if the foregoing cancelled days may not be counted by the school district for purposes of receiving state aid and for meeting the number of state mandated days, then any and all such days shall be rescheduled and employees will be required to work on those rescheduled days with no additional salary paid to the employees.

LIABILITY INSURANCE PROTECTION

The Board will provide liability insurance protection to cover teacher assistants whose actions comply with Board of Education policies and within the underwriting rules and regulations set forth by the carrier when the actions of the teacher assistant were within the appropriate scope of the teacher assistant's normal job duties and responsibilities. The insurance policy secured by the Board shall provide coverage of not less than $250,000.

LEAVES OF ABSENCE

A. Leaves of absence with pay, not chargeable against the employee's allowance for personal illness, shall be granted for the following reasons:

1. A maximum of five (5) days per death in the immediate family of the employee or the employee's spouse (the immediate family is defined as spouse, children, parents, brothers and sisters, grandparents and grandchildren).

2. Absence when an employee is called for jury service or is subpoenaed as a witness in court. The employee will be paid the difference between the daily salary and the court paid fee. The employee must present the court payment voucher to qualify for payment under this section.

B. Leaves of absence with pay chargeable against the employee's allowance for personal illness shall be granted for the following reasons:

1. A total of three (3) days per calendar year for critical illness in the immediate family (the immediate family is defined as spouse, children, parents, brothers and sisters, grandparents and grandchildren).

2. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance in the opinion of the superintendent. The superintendent's decision shall be final. Advance permission from the superintendent is required.

PERSONAL BUSINESS DAYS

At the beginning of each school year, each full time employee shall be granted two (2) personal business days to conduct personal business which cannot be conducted outside regular work hours. Personal business days shall not accumulate from year to year. Regularly scheduled part time personnel to receive a pro-rated share in accordance with hours worked per day. The use of personal business days shall be subject to the following conditions:

A. A request must be made in writing to the Superintendent at least 48 hours prior to the day requested. Exceptions to this provision may be made at the discretion of the Superintendent.

B. Personal business days may not be taken the day before or the day after a holiday or the first day of the school year or the last day of the school year. A personal business day may be taken before or after a weekend if a substitute is available.

C. Exceptions to the above provisions in emergency situations may be granted on a case-by-case basis by the Superintendent whose decision shall be final.

D. Dock days may be allowed with the approval of the Superintendent. Such dock days shall be limited to not more than three (3) per year per employee.

E. Employees not using their personal leave allotment may carry their unused personal days over to the following year in the form of additional sick leave.

PAST PRACTICES

It is mutually understood and agreed that all previous agreements are null and void, this being the only agreement between the parties. All past practices shall be considered null and void effective the date of this agreement.

LAY-OFF

Lay-offs in work assignments will be made on the basis of seniority and on the basis of evaluation. The Board retains final authority in the placement and lay-off of all personnel. Ten (10) days notice will be given to employees that are to be laid-off except in cases of fiscal emergency. It is expressly understood that, in the event that financial conditions in the school district require a reduction of teacher assistant staff, then staff members working on a retire-rehire basis and/or long-term substitutes in a teacher assistant position, including those in Title I, shall be laid off first.

BOARD RIGHTS

The District 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 on behalf of the District as stated in Board Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect unless changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be 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. Not by way of limitation but by way of addition, 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 nonetheless be limited but only as specifically limited by express provisions of this Agreement and applicable State of Michigan Public Acts. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Teacher Assistant employees 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, equipment, operations and to direct the working forces and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off and recall employees.

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

5. Adopt reasonable rules and regulations.

6. Determine the qualifications for employees, including physical conditions.

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

8. Determine the placement of operations, productions, 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, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

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

SEVERANCE PAY

Upon retiring or resigning with at least ten (10) years of service, the employee will be paid for a maximum of sixty (60) days of accumulated sick leave at the rate of twenty ($20) per day.

SCHEDULE A

Teacher Assistants
Schedule A

Step	2024-2025	2025-2026	2026-2027
1	14.28	15.28	16.28
2	14.43	15.43	16.43
3	14.63	15.63	16.63
4	14.80	15.80	16.80
5	14.99	15.99	16.99
10	15.19	16.19	17.19
11	15.38	16.38	17.38
12	15.58	16.58	17.58
13	15.79	16.79	17.79
14	15.99	16.99	17.99
15	16.21	17.21	18.21
16	16.34	17.34	18.34
17	16.47	17.47	18.47
18	16.62	17.62	18.62
19	16.77	17.77	18.77
20	16.92	17.92	18.92
21	17.06	18.06	19.06
22	17.21	18.21	19.21
23	17.36	18.36	19.36
24	17.50	18.50	19.50
25	17.65	18.65	19.65
26	17.79	18.79	19.79
27	17.94	18.94	19.94
28	18.08	19.08	20.08
29	18.23	19.23	20.23
30	18.37	19.37	20.37

SALARY PAYMENTS

Payment shall be made on a bi-weekly basis based on time cards submitted by the employee and approved by the employee's supervisor, which shall be the building principal.

WAGE INCREASES

All wage increases shall be effective on July 1st annually.

FRINGE BENEFITS

Employees working more than three (3) hours per day shall receive the following:

A. Pre-employment physical to be paid for by the Board. If the Board is requiring the physical, the Board shall approve the physician.

B. Paid Holidays:
Labor Day (if school starts before Labor Day), Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, and Memorial Day. Good Friday will be considered a holiday only when school is not in session.

C. Term Life Insurance in the amount of $20,000.

Effective September 1, 2021, an annuity payment shall be provided entering the 5th year of service for all employees hired after 7/1/90. To be eligible for the annuity payment, employees must be full-time (6.0 hours per-day) and must not be receiving benefits as a result of employment/ qualification in any other school bargaining unit. The annuity payment for eligible employees must be applied to annuities with a company approved by the Board and shall be made on a monthly basis, as follows:

2024-2025	2025-2026	2026-2027
$ 75	$ 75	$ 75

EMPLOYEE EVALUATIONS

A. It is understood that the evaluation process includes assessment of the unit member's total job performance and may in part be based upon job-related conduct which has not been personally observed by the evaluator.

B. Evaluations shall be reduced to writing and a copy given to the bargaining unit member not later than June 1st on an annual basis. Evaluations shall be based on a period of time that adequately samples a bargaining unit member's work, and shall be completed by the Building Principal, in conjunction with the employees direct supervisor, if appropriate.

C. Following each formal evaluation, which shall include a conference with the evaluator(s), the unit member shall sign and be given a copy of the evaluation report. The unit member's signature shall not be construed to mean that he/she agrees with the contents of the evaluation and, if so desired, he/she may submit additional written comments to the evaluation as an attachment. All written evaluations are to be placed in the bargaining unit member's personnel file.

D. If the evaluator believes a unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms in the written evaluation. Further evaluations will include whether or not improvement has taken place.

E. In the event that a unit member works in multiple buildings, the superintendent shall designate, annually before September 1st, the building principal responsible for being the unit member's evaluator. This designation shall be shared with the unit member.

DAYS TO BE WORKED

For purposes of clarification, teacher assistants shall work their regularly-assigned number of hours on all days when student schedules are not altered (full days). It is understood that teacher assistants may be asked to work prior to school beginning on an annual basis, consistent with teacher work days.

Summer training opportunities may also be offered to teacher assistants. In the event that summer training is offered, the teacher assistant bargaining team shall meet with the superintendent in May of each year covered by this Agreement to determine the length of the training and compensation for same.

Other work days may be assigned based on district needs as determined by the building principal or superintendent.

Teacher assistants, unless modified by other terms of this agreement, shall work on all days when school is in session, and on other days as designated by the building principal and/or superintendent, and shall be expected to make up "snow days" or parts of "snow days" that the district is required to make up without additional compensation. Teacher assistants will be paid for "snow days" as they occur. (Example: If the district makes up a "snow day" with a half-day of school, teacher assistants would work a half-day).

SICK LEAVE BONUS

Personnel not using more than three sick leave days per year (days used for bereavement shall not be counted in the three days) will be compensated in a lump sum payment according to the following schedule:

Days Used	Bonus
0	$ 125
1	$ 100
2	$ 75
3 or more	-0-

Payment shall be made prior to July 1st annually. For purposes of the bonus program, personnel using a portion of a sick day (1/2, 1/3, etc.) shall receive pro-rated compensation. Sick leave bonus payments shall in no way affect the number of sick days accumulated by the employee.

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsection of this contract alleged to have been violated;
4. It shall specify the relief requested;

Any written grievance not in accordance with the above shall be considered withdrawn.

LEVEL ONE

An employee believing her/himself wronged by an alleged violation of the expressed provisions of this contract shall within three (3) working days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within two (2) working days of the discussion, the employee shall reduce the grievance to writing and proceed to Level Two.

LEVEL TWO

A copy of the written grievance shall be filed with the Building Principal. Within three (3) working days of receipt of the grievance, the Building Principal shall meet with the grievant to discuss the grievance.

If no resolution is obtained with two (2) working days of the discussion, the employee shall proceed to Level Three.

LEVEL THREE

The grievant may appeal to the Superintendent by filing a copy of the written grievance with the Superintendent of Schools. The Superintendent shall respond within five (5) working days.

If no resolution is obtained the employee may proceed to Level Four.

LEVEL FOUR

The grievant may appeal to the Board of Education by filing a copy of the written grievance with the Secretary of the Board. The Board shall allow the employee to be heard at a meeting with a Board of Education Committee. The decision of the committee shall be final and binding.

IN WITNESS WHEREOF, we have set our hands and seals this ____ day of July, 2024.

For the Association:

Dawn Fuller, Negotiator

Tracy Zipp, Negotiator

For the Board of Education:

Ted Sherman, President

Matt Stevenson, Superintendent