# AGREEMENT

# BETWEEN

# NORTHWEST EDUCATION SERVICES
# BOARD OF EDUCATION

# AND

# NORTHWEST EDUCATION SERVICES
# INSTRUCTIONAL SUPPORT STAFF ASSOCIATION, ISSA

**2024-2027**

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### 2024-2027


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## SECTION 1 - AGREEMENT, PURPOSE, RECOGNITION

1.1 This Agreement is entered into between Northwest Education Services (hereinafter referred to as the "Employer") and Northwest Education Services Instructional Support Staff Association, ISSA (hereinafter referred to as the "Association").

Note: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

1.2 The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

RECOGNITION

1.3 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All teacher assistants, behavior support assistants and paraprofessionals employed by the Northwest Education Services, but excluding supervisors and all other employees."

1.4 All personnel represented by the Instructional Support Staff (ISSA) in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Member", or "employees".

## SECTION 2 - MANAGEMENT RIGHTS

2.1 The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and responsibilities, including but not limited to the right to:

a. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

b. Hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion, to promote and transfer such employees, determine their assignments and hours to be worked;

c. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create or eliminate positions of employment;

d. Establish, continue or revise policies and/or rules and regulations regarding the conduct of employees in the work place, and the procedures for administering and accounting for employees' attendance;

e. Establish, modify, change or cancel any work, business or school schedules, hours or days;

f. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done;

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

h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision, and table of organization.

2.2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

2.3 Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to school districts.

2.4 The Employer shall have the right to hire substitute employees to fill positions caused by absences of regular employees but not to use substitutes to replace, displace or reduce hours of regular employees.

2.5 The Board of Education shall have the right to subcontract bargaining unit work if economic conditions dictate or skills or equipment are not available.

The Board agrees that before it subcontracts out bargaining unit work, it shall discuss the matter with the Association.

## SECTION 3 - ASSOCIATION RIGHTS

3.1 The Board agrees to make available to the Association in response to Association requests information relating to financial resources of the District and other information necessary for collective bargaining purposes with the Employer and the processing of grievances. This will include providing the home/mailing address for bargaining unit members. The Association will not redisclose this information and will use reasonable diligence to safeguard it.

3.2 The Association shall have the right to use school facilities for meetings upon proper facility authorization by the building supervisor when such use will not interfere with previously scheduled activities; and school office equipment when not otherwise in use shall be made available for Association use.

3.3 The Association shall be provided with bulletin board space in each building as arranged by the building supervisor or the immediate supervisor.

3.4 Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time. The Association representative may request authorization from the building supervisor to transact the Association business at other times.

3.5 The Association may use regular inter district mail service to communicate with the Employer.

3.6 The Board will notify the Association of new hires, terminations, layoffs or extended leaves of absence (60 days or more) of bargaining unit members within ten (10) work days after those events become known to Human Resources.

## SECTION 4 - PAYROLL DEDUCTION

4.1 Payments and Deductions

a. Wage payments will be made as in the past.

b. Mandatory Deductions

1. Withholding tax - Federal, State, Local (if applicable)
2. Social Security and Medicare taxes
3. Retirement contributions as required by law

c. Voluntary Deductions

1. Insurance benefits
2. United Way
3. Direct Deposit
4. Approved IRS Tax Deferred Plans

## SECTION 5 - GRIEVANCE PROCEDURE

5.1 A grievance shall be defined as an alleged violation, misapplication or misinterpretation of a specific Article or Section of this Agreement.

a. Written grievances as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall be specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section or subsection of this contract alleged to have been violated.

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

6. It shall specify the relief requested.

Any grievance not in accordance with the above shall be subject to rejection by management.

b. The use of the term "days," for purposes of this Article, shall mean days when school is in session. In the event school is not in session due to holidays or vacations or during the summer months, "days" shall mean Monday through Friday excluding legal holidays.

5.2 (Level One) An employee alleging a violation of the expressed provisions of this contract shall within ten (10) days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the issue. If the issue is not resolved, the Association Representative shall submit the written grievance to the immediate supervisor within 5 days of the meeting. The supervisor shall within five (5) days of the receipt of the written grievance, render his/her decision in writing, transmitting a copy of same to the grievant and the Association.

If no resolution is obtained within five (5) days of submission, the Association shall proceed within ten (10) days of said answer to Level Two.

(Level Two) If the issue is not resolved and the Association Representative would like to advance the grievance, a copy of the written grievance shall be filed with the Superintendent or his/her designee. The Superintendent or his/her designee shall within five (5) days of receipt of the grievance arrange a meeting with the grievant and the designated Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designee shall render his decision in writing, transmitting a copy of the same to the grievant and the Association.

5.3 (Level Three)

a. If the grievance remains unresolved within fifteen (15) days following the conclusion of the meeting with the Superintendent or his/her designee, the Association Grievance Committee may refer the matter for arbitration by making a written demand for arbitration to the Board. Within fifteen (15) days of receipt of a demand for arbitration by the Board, representatives of the Board and the Association will confer for the purpose of identifying a mutually acceptable arbitrator. If no mutually acceptable arbitrator is identified, the Association will contact the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. The arbitrator will be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Association, its members, the employee or employees involved, and the Board.

b. Level Three is limited to those grievances which violate specific part of the contract involving suspension, discharge or a reduction in salary.

c. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

d. The arbitrator shall have no power to interpret state or federal law.

e. The arbitrator shall have no power to establish salary scales or change any salary rate.

f. The fees and expenses of the arbitrator shall be shared equally by the Board and the ESP. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

g. The arbitrator shall have no power to change any policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of said policy or rule, except for policies and rules which are found to be in conflict with the terms of this Agreement.

5.4 General

a. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

b. In the event the Board's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

c. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed, may be processed as herein provided until resolution.

## SECTION 6 - DISCIPLINE, DISCHARGE AND SUSPENSION

6.1 Notice of Discharge or Suspension. The Employer agrees to promptly notify in writing the employee and his/her Association Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

6.2 The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association Representative. Upon request the Employer will make available a room for their meeting. Upon written request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association Representative.

6.3 Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the Association Representative consider the discharge or suspension of a non-probationary bargaining unit member to be improper, it shall be submitted to the final step of the grievance procedure.

6.4 Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions, which occurred more than three (3) years previously, unless the infractions constitute a related pattern of behavior, i.e. DUI.

6.5 Employees of the bargaining unit who have completed their probationary period shall not be disciplined, discharged or suspended except for just cause.

6.6 When disciplining a non-probationary employee, the employer will follow the concept of progressive discipline. Under normal circumstances progressive discipline would consist of verbal warning or reprimand by appropriate supervisor; written reprimand by appropriate supervisor; suspension with or without pay; dismissal.

It is understood that a violation may be so significant that the disciplinary action required may involve skipping one or more of these steps to reach the appropriate level of disciplinary action.

**SECTION 7 - PROBATIONARY PERIOD**

7.1 All new employees shall be probationary employees until they have worked ninety (90) work days for the Employer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

If an employee changes from one classification (*e.g.* Teacher Assistant to Paraprofessional) to another, a new sixty (60) work day probationary period will be required

At the end of the first thirty (30) work day period and prior to completion of the probationary period, the new employee will be evaluated. Areas of strength will be designated and areas of deficiency defined, with correlating recommendations for change. Each evaluation must be read and signed by the employee acknowledging having read the evaluation. Prior to the end of the probationary period, if performance does not signify ability to perform job duties, the employee may be terminated. A copy of such evaluation will be placed in the personnel file.

7.2 During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without recourse to the grievance procedure with the exception that termination for Union activity may be subject to the grievance procedure.

7.3 Upon satisfactorily completing the probationary period the employee's name shall appear on the seniority list as of his/her most recent date of hire.

7.4 If a probationary employee does not complete the probationary period by the end of a school year, the balance of the probationary period shall continue to completion into summer school

programming (if in the same classroom to which the employee was assigned in the immediately preceding school year) or the new school year, whichever occurs first.

If the probationary employee's classification changes during the summer months (*e.g.* Teacher Assistant to Paraprofessional) a new sixty (60) work day probationary period in the new classification will commence in the fall.

An employee who changes classification and who has previously successfully completed a probationary period in another classification shall have the right to return to the previous classification within ten (10) work days after the effective date of the transfer to the new classification. The employee's former position will not be regarded as a vacancy under Section 9 of this Agreement until the expiration of this ten (10) work day period. Thereafter, the employee must successfully complete the probationary period in the new classification or lose reemployment rights.

## SECTION 8 - SENIORITY

8.1 Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the first date the Employee reported for work at the instruction of the employer after the last time an employee either quit or was discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, sick or accident leaves, or periods when school is not in session. Seniority status at the time of layoff shall be maintained for a period not to exceed eighteen (18) months. (Seniority list shall be continued to be computed as in the past.)

8.2 The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

8.3 The Employer will provide the Association President with up-to-date seniority lists on September 30, and March 30 of each year. Separate seniority lists will be maintained by classification. Each employee will have the right to challenge the accuracy of the seniority reported for him/her for a period of thirty (30) days after posting. Upon request from the Association after November 15 of each school year, the Board will provide one more updated seniority list in each school year it being understood the second list shall not be grieved.

8.4 In order to maintain representation functions during a reduction, the Association President and a vice-president representing a classification other than that of the President shall head the seniority list of the unit during their term of office for the purpose of layoff.

8.5 An employee shall lose his/her seniority for the following reasons:

a. He/she quits.

b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

c. He/she is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made as determined by the Superintendent or his/her designee.

e. Return from sick leave and leaves of absence will be the same as "c" above.

8.6 If at the time seniority is being applied to determine employee rights the employee seniority date shall be adjusted to the current time and if two or more employees have the same seniority date then time of receipt of acceptance of position shall be used.

8.7 For all purposes seniority in classification shall be defined as: (1) Teacher Assistants; (2) Paraprofessionals; and (3) Behavior Support Assistants.

8.8 Classification seniority shall be the continuous service in a particular classification and shall accrue to an employee as specified in 8.1. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer classification seniority to another classification.

The date of transfer to a new classification shall be the date of hire for that classification and ties shall be determined in accordance with 8.6.

## SECTION 9 - JOB POSTING, BIDDING PROCEDURES AND TRANSFERS

9.1 The Employer has the right to fill vacancies and transfer employees within the bargaining unit. The Association will work cooperatively with the Employer as it exercises its right to fill vacancies and transfer bargaining unit members to address the District's support personnel staffing needs.

a. Bargaining unit vacancies may be filled through new hires, requested transfers and involuntary transfers.

9.2 By April 15, annually, the Employer will distribute a form to all bargaining unit employees asking for:

a. declaration of the bargaining unit employee's intent to return to employment for the following school year; and

b. any expression of interest by the bargaining unit employee for transfer to another position within the bargaining unit.

Bargaining unit employees will return the completed form to Human Resources not later than May 1.

The Employer will notify bargaining unit employees who have made successful application for internal transfers for the succeeding school year by June 1.

9.3 The Employer will post known permanent vacancies for at least five (5) working days, if during the school year [or five (5) business days if during the time when school is not in session ], before permanently filling the position.

Postings will include job location, program, the position description, and the qualifications necessary for the position.

If a vacancy occurs on or after August 15 to and including August 31, then the posting period shall instead be three (3) work days. In addition to the posting, notice of vacancies shall be available on the Northwest Education Services website.

9.4 Qualified applicants may apply in writing for the position during the posting period as indicated on the posting. Bargaining unit members making application for a vacant position may do so by e-mail or by completing an electronic profile on a form adopted by the Board. Applicants must use the electronic profile .

9.5 The right of determination of employee transfer and to fill posted vacancies is vested with the Board or its designated representatives. The parties recognize that transfers may be necessary.

a. When the Board transfers an employee or fills a posted vacancy, it shall take into consideration the preferences of the employee, instructional requirements, and best interests of the pupils and the school system, the qualifications of the employee, experience and seniority.

b. Any proposed transfer shall be discussed with the employee affected prior to the consummation of the transfer - no involuntary transfer of an employee from his/her present assignment to another classroom assignment shall be made for arbitrary or capricious reasons.

c. Assuming equal qualifications of applicants as defined in Section 10.6, preference will be given first to those applicants within the classification, then to those on layoff from that classification, then to bargaining unit members, then to all others.

d. If an employee is to be involuntarily transferred, he/she shall have the right upon written request to an explanation from the administrator of the educational unit. The administrative response will be provided to the employee, in writing, within five (5) work days of the effective date of the transfer.

e. If the most senior person in the classification is not selected for a posted vacant position, he or she may request an explanation from the administrator of the educational unit.

9.6 Management reserves the right to transfer employees from one position to another within the same classification to best fill the needs of the system as a whole. Said transfers shall be permitted without the necessity of posting contained in this Article.

9.7 Transfer of Employees - If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

9.8 Administrators will consult with Teacher Assistants prior to March 15 regarding their interest in working during summer programming in their currently assigned classroom. Teacher Assistants will have priority for summer assignments in their assigned classroom. If a Teacher Assistant has expressed interest in a summer program position in his/her current classroom and is approved for that assignment, he/she will be notified, in writing, by April 10.

Summer school positions that remain unfilled after the above process, will be posted by April 10. Employees wishing to be considered for posted summer school positions must do so in writing to Human Resources by April 15. Posted summer school the positions will be filled and applicants notified by May 1.

## SECTION 10 - LAYOFF AND RECALL

10.1 The word "layoff" means a reduction in the work force due to a decrease of work, reduction of funds or a decision by administration to terminate a position.

10.2 In the event it becomes necessary for a layoff, the Employer will meet with the proper Association Representatives at least ten (10) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, work locations and classifications.

10.3 When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, qualified employees in the classification(s) affected by the reduction having seniority shall be laid off in the inverse order of their seniority, (i.e., the least senior qualified employee on the seniority list being laid off first.)

10.4 Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff.

10.5 When the working force is increased after a layoff, employees will be recalled according to seniority and qualification, with the most senior employee on layoff in the classification where the open position exists being recalled first provided he/she is qualified and able to do the work. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) days upon receipt of notice of recall, he/she shall be considered a quit. The five (5) day period may be waived by mutual agreement between the Association and the Director of Human Resources.

10.6 Qualified shall be defined by the Employer as contained in the written job description.

## SECTION 11 - WORK DAY, WORK WEEK AND WORK YEAR

11.1 All Paraprofessionals shall work up to seven (7) consecutive hours each work day. All Teacher Assistants shall work up to eight (8) consecutive hours each work day. Behavior Support Assistants will work up to eight (8) hours each work day and will have a flexible work day and week schedule, depending on program needs.

Within the workday, the specific starting and ending time will vary with the program to which the individuals are assigned. Career Tech Paraprofessionals will be provided a thirty (30) minute unpaid duty-free lunch period within the workday. Teacher Assistants will be provided two (2) breaks per day not to exceed fifteen (15) minutes each in duration, generally one in the morning and one in the afternoon, unless a thirty (30) minute block break has instead been agreed to by the Teacher Assistant and the classroom teacher. The Employer agrees to provide an authorized space for breaks in each building or work area.

11.2 Full time bargaining unit members will be employed for a full day when their teacher remains on duty for the full day even though students are present only during one-half of the day.

11.3 Where students are not present at all during the school day, neither Teacher Assistants or Paraprofessionals shall be required to report for work nor shall they be paid for those days unless they are specifically requested to be present by their designated administrator. However, Behavior Support Assistants are expected to work 190 days.

11.4 In order to qualify as a full-time employee the employee must be assigned at least thirty (30) hours or more per week for a period of not less than one hundred and sixty four (164) days per year. All others shall be considered part-time.

Teacher Assistants and Paraprofessionals may be required to work up to two (2) days before students report.

11.5 Bargaining unit member will record their time worked each day using the electronic time card system. The employee and their supervisor or designee must approve their time at the end of each two-week pay period.

11.6 Overtime will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for all hours worked in excess of forty (40) hours per week .All overtime will be authorized by the designated supervisor.

## SECTION 12 - EMPLOYEE INFORMATION

12.1 The Employer will provide, prior to the start of the school year, to each bargaining unit member written information as to his/her rate of pay, sick days, personal leave days, and assignment.

12.2 Each bargaining unit member shall be notified annually, in writing, as to who his/her immediate supervisor is. If his/her immediate supervisor changes, then each affected bargaining unit member will be notified immediately of the name of his/her new immediate supervisor.

## SECTION 13 - PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

13.1 The Board of Education will reimburse the bargaining unit member for the cost of all inservice training required by the Employer.

13.2 Bargaining unit members may request attendance at conferences, workshops or to attend courses offered for college credit from their immediate supervisor. The administration may in its sole discretion approve attendance requested and determine the amount of monies to be reimbursed to the employee for the cost of attending such classes. Granting or refusal of attendance and/or compensation shall not be grievable.

13.3 Bargaining unit members may be allowed to attend any courses or classes offered by the Employer outside the employee's regular work day at no tuition cost to the employee if previously approved by the supervisor.

13.4 The parties shall arrange periodic (approximately quarterly) meetings to discuss matters of interest in administering this contract.

13.5 Courses taken at a state supported accredited institution in Michigan will be reimbursed at the rate of 100% of the tuition charges of the institution offering the course. Out-of-state courses, taken at accredited institutions, and courses taken at a private college in Michigan will be reimbursed at the rate of 100% but will NOT exceed the reimbursement rate of a course taken through Michigan State University.

Courses must be relevant to a degree in which Northwest Education Services employs, to include: school social work, school psychologist, speech and language pathologist, teaching with special education certification, occupational therapist, physical therapist, accounting, business administration, computer science and positions at Career Tech.

Other degrees or specialty areas are not covered by this contract, any coursework not relevant to an above mentioned degree may be denied.

To receive reimbursement for college credit, evidence of successful completion of work, with a grade of C or better and proof of payment must be presented to the superintendent or designee. A transcript of credit will suffice as evidence.

No more than two classes per semester will be approved. Northwest Education Services tuition reimbursement paperwork must be completed and approved by their supervisor or Assistant Superintendent prior to taking courses.

Any support staff member who is a trainer and directed to and performs Crisis Prevention Intervention (CPI) training will receive a per semester stipend of $750.00.

13.6 Internal Revenue Code 127 provides an exemption from gross income of up to $5,250 of educational assistance per calendar year. Once the receipt of benefits of $5,250 is exceeded in a calendar year, or if an educational assistance benefit is no longer exempt from gross income under the Internal Revenue Code, the cost of the educational assistance benefit will be reported as taxable income to the employee.

## SECTION 14 - COPIES OF MASTER AGREEMENT

14.1 Copies of the Master Agreement will be printed at the expense of the Employer and will be made available to all members of the bargaining unit.

14.2 The Association shall be allowed up to twenty-five (25) copies of the Master Agreement for its use.

## SECTION 15 - PERSONNEL FILE

15.1 Employees will have the right to examine the content of their personnel file and may be accompanied by an Association representative.

15.2 Written evaluations placed in the file hereafter may have written comments attached to them by the employee as per Section 16.

15.3 Any complaint made against an employee by any parent, student, employee or administrator will be promptly called to the attention of the employee if allegations of said complaint have been verified as accurate.

15.4 Each employee may review the contents of his/her personnel file within a reasonable period of time after making such a written request. Items excluded from the definition of a personnel record under Section 1 of the Bullard-Plawecki Employee Right to Know Act are not be subject to disclosure to the employee.

15.5 The contents of an employee's personnel file may be used in making recommendation pertaining to employment outside the school district.

15.6 No adverse material will be placed in the employee's personnel file without first being brought to the attention of the employee. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The employee will sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

15.7 If a Freedom of Information Act (FOIA) request is received for an employee's personnel file, administration (District) will make a good faith effort to notify the employee before the request is honored. The employee may examine the material requested. It is understood that the District will not violate the time constraints of the FOIA.

## SECTION 16 - EVALUATION

16.1 Each bargaining unit member will be evaluated not less than once every school year for the first two (2) years of employment by those assigned to evaluate them. After the first two (2) years of employment, evaluations will be at least every three (3) years. In the event of transfer from one program to another for employees with 2 years of experience or more, an additional evaluation may be made during the first year following the transfer, at the discretion of the supervisor.

In the case of Teacher Assistants, the evaluation will be by the supervisor, with input from the teacher. In the case of Paraprofessionals, the evaluation will be by the designated administrator, with input from the teacher. The evaluation of Behavior Support Assistants will be completed by the program supervisor, with input from the Engagement and Behavior Specialists

All evaluations will be completed on or before May 15 of each school year.

16.2 The evaluation of bargaining unit members will be based upon job description and assigned responsibilities and expectations. If substantial changes are needed on the assigned responsibilities and expectations input from the bargaining unit will be considered. Existing job descriptions will be used as a starting point for developing the responsibilities and expectations of the employee.

16.3 Each evaluation shall be in writing and shall delineate the areas of strength and deficiencies with correlating recommendations for change. The bargaining unit member and evaluator will review it together and sign and date it. The signature shall indicate only that the matter has been reviewed and is understood by the person being evaluated. A copy of the evaluation will be placed in the personnel file. If the bargaining unit member disagrees with the evaluation, he/she may attach a statement to the evaluation indicating areas of disagreement. If an employee receives two (2) unsatisfactory evaluations within a three (3) year period, it shall be considered grounds for reasonable cause for dismissal.

16.4 All bargaining unit members will receive a copy of each written evaluation at the time of the review.

## SECTION 17 - RESIGNATION

17.1 All bargaining unit members shall give at least seven (7) calendar days written notice of resignation to his or her immediate supervisor with a copy of said written resignation to the Human Resources office.

17.2 The seven (7) calendar day restriction may be waived with the permission of the immediate supervisor for good cause or an emergency situation.

## SECTION 18 - EMERGENCY SCHOOL CLOSING

18.1 When school is closed or opening of school is delayed due to severe storms, fires, epidemics or health conditions as defined by city, county or state health authorities the following shall occur: When school is delayed, the bargaining unit members shall report to work at their normal starting time. When school is canceled, bargaining unit members need not report for work and they shall receive their normal daily wage, however, the Employer may reschedule the day without additional compensation. Bargaining unit members shall not be charged for any leave time which was scheduled when school is canceled.

18.2 In the event of an emergency school closing while a bargaining unit member is attending an approved inservice or conference away from his/her assigned work site, the member or members shall receive additional compensation for such days worked at his/her individual per diem rate in addition to any other emergency school closing pay as determined in 18.1 above.

It is understood that the day(s) in question must actually be made up and the Association member must work the day to qualify for the compensation.

## SECTION 19 - SICK LEAVE

19.1 Bargaining unit members shall earn one (1) day per month for every month they are employed to use as paid sick leave. Sick leave shall cease to accumulate during such periods of time when an employee is on an unpaid leave of absence, laid off or otherwise not working for at least a majority of the month.

19.2 Sick leave will be taken only for the following reasons and will be compensated for under the following conditions: for a service connected disability other than that for which the employee receives Worker's Compensation Insurance benefits for lost time, an illness of which an employee cannot perform normally and safely at work.

Up to ten (10) sick leave days per year may be used without loss of pay for immediate family illness (immediate family is defined as spouse, child or parent).

19.3 The maximum accumulation of sick leave days for all bargaining unit members is up to one-hundred (100) days.

19.4 Upon retirement from Northwest Education Services, a bargaining unit member who has a minimum of ten (10) consecutive years of service shall receive as terminal pay an amount equal

of one-half (1/2) of the employee's regular daily base pay for each of the individual's accumulated sick leave, up to a maximum of $2,500 paid into an annuity of employee's choice based on approved district list. This contribution must be requested within 6 months of the retiree's break in service from Northwest Education Services. The bargaining unit member must provide Northwest Education Services with a document from the Office of Retirement Services confirming retirement, as well as the 403b vendor and employee account where the funds will be deposited. Participants in the Defined contribution Savings and/or Personal Healthcare Savings fund segments of the Michigan Public School Employees Retirement System (MPSERS) will have a portion of their sick leave payment withheld as a contributions to their MPSERS savings account as required by law.

19.5 If an employee exhausts all of their sick time and personnel days, they may be placed back on probation. A new probationary period may include an individual development plan (IDP) which could lead to termination.

## SECTION 20 - BEREAVEMENT LEAVE

20.1. An employee shall be allowed up to five (5) working days, with pay as bereavement leave days, not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild or other individual as may be determined by the Superintendent or designee on a case-by-case basis. In addition to the above, an employee may be allowed one (1) working day with pay to attend the funeral of an aunt or uncle with the approval of the Superintendent or designee.

20.2. Two (2) such days may be used for the purpose of visiting any such relative during period of critical illness, under circumstances where death may be imminent. The Superintendent's decision shall be final.

## SECTION 21 - PERSONAL LEAVE

21.1 Bargaining unit members shall be granted two (2) personal leave days per year. A day shall be equivalent to the bargaining unit member's regularly scheduled work day. Use of personal days shall require prior approval from an employee's immediate supervisor, except in cases of emergency, articulated in writing and substantiated with evidence. Days are not to be used before or immediately after a holiday or to extend a vacation, unless approved by the superintendent or designee, after submission of written reasons.

Unused personal leave days can be carried over for a maximum of four (4) days for one year. Any unused personal leave days at the end of the second year will accrue to accumulated sick days.

## SECTION 22 - JURY DUTY

22.1 Any employee who serves on jury duty will be paid his/her regular daily rate of pay for each day of jury duty. The employee shall return the jury duty check received by the employee to the Employer minus any mileage and expenses for each day of jury duty.

22.2 Any employee who serves as a subpoenaed witness by the employer or as a result of the employee's employment status, will be paid his/her regular daily rate of pay for each day as a subpoenaed witness. The employee shall return the subpoenaed witness fee received by the employee to the employer minus any mileage and expenses for each day as a witness.

**SECTION 23 - HOLIDAY PAY**

23.1 Thirteen (13) Paid Holidays: Bargaining unit members will receive one (1) day's pay for Thanksgiving, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day and five days over the winter break. commensurate with the number of hours normally worked on that day. The July 4th holiday will be paid for those employees who are working an extended program. The employee must work the last employment date before and the first employment date after the fourth of July to qualify.

If bargaining unit members are required to work prior to Labor Day that day shall be paid on the same basis as above.

**SECTION 24 - UNPAID LEAVE OF ABSENCE**

24.1 Leaves of absence for periods not to exceed one (1) year may be granted, in writing for:

a. Serving in any elected or appointed position, public or union.

b. Child care leave where the employee is the parent primarily charged with the care, welfare and upbringing of a child.

c. Illness leave (physical or mental), prenatal.

d. Prolonged illness in immediate family.

e. Educational leave.

f. Any other reason at the sole discretion of the Superintendent.

Leaves of absence will be requested, in writing, to the Superintendent at least thirty (30) days prior to the commencement of the leave. The employee returning from leave will notify the Superintendent, in writing, at least thirty (30) days prior to their return. In extenuating circumstances these time lines may be waived by the Superintendent.

24.2 An employee shall not accrue seniority while on an unpaid leave of absence except an employee on a leave of absence for paragraph c or d above may accrue seniority up to six (6) months, thereafter, seniority will be frozen. Upon return from a leave of absence, the employee shall be

returned to his/her former position if open or a similar position, unless the employee would otherwise be subject to layoff had he/she remained employed by the District.

While on unpaid leave other benefits will not be paid nor shall any accrue, except as covered by the Family Medical Leave Act, however, those previously earned (i.e., sick days) shall be restored to the employee upon reemployment. Any employee on unpaid leave shall have any benefit which may be continued at his/her request paid for in advance by depositing the appropriate fees with the business office. If an employee is working part of the month, the prorated difference between the employer and employee contribution shall be by payroll deduction, unless other arrangements are previously made.

24.3 Short term unpaid leave days (if requested by the employee and which may be approved at the discretion of the Employer) of less than ten (10) days in any one school year shall not be covered by this section of the contract.

24.4 The District agrees that it shall conform with the applicable State and Federal statutes governing the reemployment rights of employees called into the active or reserve service of any branch of the Armed Forces of the United States.

## SECTION 25 - ASSOCIATION BUSINESS

25.1 At the beginning of each contract year the Association shall be credited with ten (10) days per year to be used by members of the bargaining unit. Use of such Association days shall be at the discretion of the Association. Not more than three (3) members of the bargaining unit may use an Association day on the same date except by mutual agreement of both the Association and the Employer.

25.2 The Association agrees to notify the Personnel Office a minimum of two (2) work days prior to any such leave.

## SECTION 26 - NEGOTIATION PROCEDURES AND MISCELLANEOUS CLAUSES

26.1 In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education of the School District and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject to final ratification.

26.2 a. In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereto.

b. It is further provided that in the event any provisions are so invalidated, this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions, to the extent that such renegotiation involves mandatory subjects of bargaining.

26.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

26.4 No Strike Clause -

The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike, work stoppage, refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of this Agreement he will not lock out the employees except for a violation of the provisions of this section. Further, the Employer shall have the right to take whatever disciplinary action it may deem necessary toward any employee for taking part in any violation of this section with no recourse to the grievance procedure.

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

26.6 The parties recognize that Teacher Assistants and Paraprofessionals work in close conjunction with their supervising teachers and that some of the duties between the two overlap. Further, it is recognized that Teacher Assistants will not replace teachers on a regular basis, but may be utilized in their assistant capacity to perform certain functions permitted by law in the absence of the teacher. Further, it is recognized that Paraprofessionals who are annually authorized/certified may, on occasion, be utilized as substitutes for teachers.

Where a Teacher Assistant or a Paraprofessional with a substitute permit is assigned to substitute for an absent teacher, he/she will receive his/her regular hourly rate plus $20 for a half-day or $40 for a full day.

In the situation where a teacher is temporarily away from the classroom (*e.g.* IEP meeting, PLC meeting) but is within the facility and the classroom remains under the supervision and direction of the teacher (*i.e.* there is no substitute teacher), the building administrator (or designee) will appoint one of the Teacher Assistants in the classroom to be the classroom lead. The administrator will make every effort to rotate this responsibility among the classroom Teacher Assistants. Compensation for this responsibility will be as follows: an additional $20 for a half-day or $40 for a full day.

## SECTION 27 - WORKER'S COMPENSATION

27.1 The Employer shall cover all employees by the applicable Worker's Compensation Insurance.

27.2 Forms to report accidents shall be available in each room.

## SECTION 28 - INSURANCE

28.1 All insurance carriers and programs will be selected by the Board. In so doing, the Board agrees that coverage for bargaining unit members will be equivalent to that provided for health, dental and vision to administrative and classified personnel. Life and Long Term Disability will be equivalent to that provided classified employees. Coverage will begin the 1st of the month following initial employment.

28.2 Eligible employees will be able to enroll in the following health insurance products, through and subject to the conditions of the Northwest Education Services Section 125 plan, during the open enrollment period(s) designated by the Board:

Blue Cross/Blue Shield Simply Blue HSA with $1600/$3200 in-network annual deductible, adjusted annually per IRS requirements.

The medical benefit plan coverage year commences on January 1 annually.

The Board's monthly contribution toward the medical benefit plan costs (including costs attributed to premiums, taxes, assessments, etc.) of the health insurance plan will not exceed:

| | | Effective 7/1/24, 1/1/25, 1/1/26, 1/1/27 |
|---|---|---|
| Single: | $641.90 | Board's contribution will be adjusted by |
| Two: | $1,342.42 | the percentage factor authorized by the |
| Family: | $1,750.65 | State Treasurer under Section 3 of 2011 Public Act 152 |

The above monthly contribution by the Board will first be allocated to the medical benefit plan costs of the health insurance plan. If the Board's designated monthly cost contribution (as designated above) exceeds the medical benefit plan costs for the Plan selected by the eligible employee, those excess contribution amounts (if any) will be allocated as follows:

The entire excess amount (if there is any excess amount) will be allocated, on a monthly basis, to the employee's HSA deductible, subject to IRS limitations.

For all health plans, all amounts in excess of the Board's monthly contribution for medical benefit plan costs (as specified above) required for premium, deductible, HSA contributions and other medical benefit plan costs are the sole obligation of eligible employee and will be payroll deducted from eligible employee's compensation. Eligible employee hereby consents to the payroll deduction of such amounts.

28.3 The Board will pay 100% of the premiums for Term Life insurance protection in the amount of $25,000 with AD and D that will be paid to the employee's designated beneficiary.

28.4 The Board will pay 100% of the premium (or representative premium, in the case of self-funding) cost for Dental, Vision and Long Term Disability insurance that is the same coverage as provided to classified personnel.

28.5 Full time employees are employees who work 30 hours per week.

28.6 The Employer will make medical benefit plan cost contributions for a health insurance plan, as specified in this Article, for each eligible bargaining unit member on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a better plan by another employer. All amounts for which employees are responsible under this Article is excess of the Employer's contribution shall be payroll deducted from the compensation of the enrolled employee.

28.7 The Employer will provide full family dental insurance for each eligible bargaining unit member on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a better plan by another employer.

28.8 The Employer will provide full family vision plan for each eligible bargaining unit member on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a different plan through another employer.

28.9 The Employer will provide a Long Term Disability plan for each eligible bargaining unit member on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a different plan through another employer.

28.10 The Employer will provide a Term Life Insurance plan for each eligible bargaining unit member on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a different plan through another employer.

28.11 The responsibility for enrollment in the program rests with the employee.

28.12 If an eligible bargaining unit member waives (in writing) enrollment in health insurance as provided in Section 28.2, the Board will pay $408.15 of the single subscriber insurance premium per month it would have paid for health plan medical benefit costs as described in Section 28.2 towards benefit options available to other employees of the Employer. The employee must also provide proof to the Board that the employee has other health coverage compliant with the Affordable Care Act. Employees accepting cash in lieu during the 2007-08 year will continue to receive the 2007-08 rate (*i.e.* $487.25/month).

## SECTION 29 - JOB CLASSIFICATIONS

29.1 Bargaining unit employees shall be assigned to one of the following classifications:

1. Teacher Assistants

2. Paraprofessionals
3. Behavior Support Assistants

## SECTION 30 - SALARY SCHEDULES AND RELATED MATTERS

30.1 Paraprofessionals , Teacher Assistants and Behavior Support Assistants

The wage scales for Paraprofessionals, Teacher Assistants and Behavior Support Assistants are set forth in Appendix A.

Advancement on the wage scale is based on the number of full years of service completed with Northwest Education Services. A full year of service is considered to be 100 or more regularly scheduled work days, not including holidays, during the school year.

The Employer will make annual adjustments for longevity effective with the first pay of the contract year for those individuals whose anniversary dates occur after September 1 of the contract year.

30.2 Any health tests, x-rays or examinations required for employees by the Employer shall be at the Board's expense.

30.3 Any person using his/her personal vehicle for authorized school district business shall be reimbursed at the IRS allowable rate.

30.4 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less any wages that he/she would have not ordinarily earned in the interim.

30.5 For those Teacher Assistants required to swim or be in the pool, the Employer will upon proof of payment of one bathing suit for the term of this Agreement pay up to thirty-five ($35.00).

## SECTION 31 – EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

## SECTION 32 - EFFECTIVE DATE

This Agreement shall commence upon ratification by both parties **July 1, 2024** and terminate as of the 30th day of June 2027.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands this 13 day of August 2024.

**FOR THE ASSOCIATION:**

Mckenzie Schaub

**FOR THE EMPLOYER:**

Joseph C. Fisher
Joseph C. Fisher (Aug 13, 2024 10:14 EDT)

Joseph C. Fisher, President

Lisa Thomas, Secretary

**Signature:** McKenzie Schaub (Aug 14, 2024 13:53 PDT)

**Email:** mschaub@northwested.org

APPENDIX A
Revised April 7, 2026 Letter of Agreement for 2026-27

PARAPROFESSIONAL/BEHAVIOR SUPPORT ASSISTANTS/TEACHER ASSISTANTS

| Step | 2024-2025 Hourly Rate | 2025-2026 Hourly Rate | 2026-2027 Hourly Rate |
|---|---|---|---|
| 1 | $19.51 | $19.51 | ~~$19.51~~ $20.29 |
| 2 | $19.77 | $19.77 | ~~$19.77~~ $20.56 |
| 3 | $20.03 | $20.03 | ~~$20.03~~ $20.83 |
| 4 | $20.28 | $20.28 | ~~$20.28~~ $21.09 |
| 5 | $20.54 | $20.54 | ~~$20.54~~ $21.36 |
| 6 | $20.80 | $20.80 | ~~$20.80~~ $21.63 |
| 7 | $21.06 | $21.06 | ~~$21.06~~ $21.90 |
| 8 | $21.31 | $21.31 | ~~$21.31~~ $22.16 |
| 9 | $21.57 | $21.57 | ~~$21.57~~ $22.43 |
| 10 | $21.83 | $21.83 | ~~$21.83~~ $22.70 |
| 11-12 | $22.34 | $22.34 | ~~$22.34~~ $23.23 |
| 13-14 | $22.86 | $22.86 | ~~$22.86~~ $23.77 |
| 15-16 | $23.37 | $23.37 | ~~$23.37~~ $24.30 |
| 17-18 | $23.89 | $23.89 | ~~$23.89~~ $24.85 |
| 19-20 | $24.40 | $24.40 | ~~$24.40~~ $25.38 |
| 21-24 | $24.91 | $24.91 | ~~$24.91~~ $25.91 |
| 25-29 | $25.42 | $25.42 | ~~$25.42~~ $26.44 |
| 30+ | $25.93 | $25.93 | ~~$25.93~~ $26.97 |