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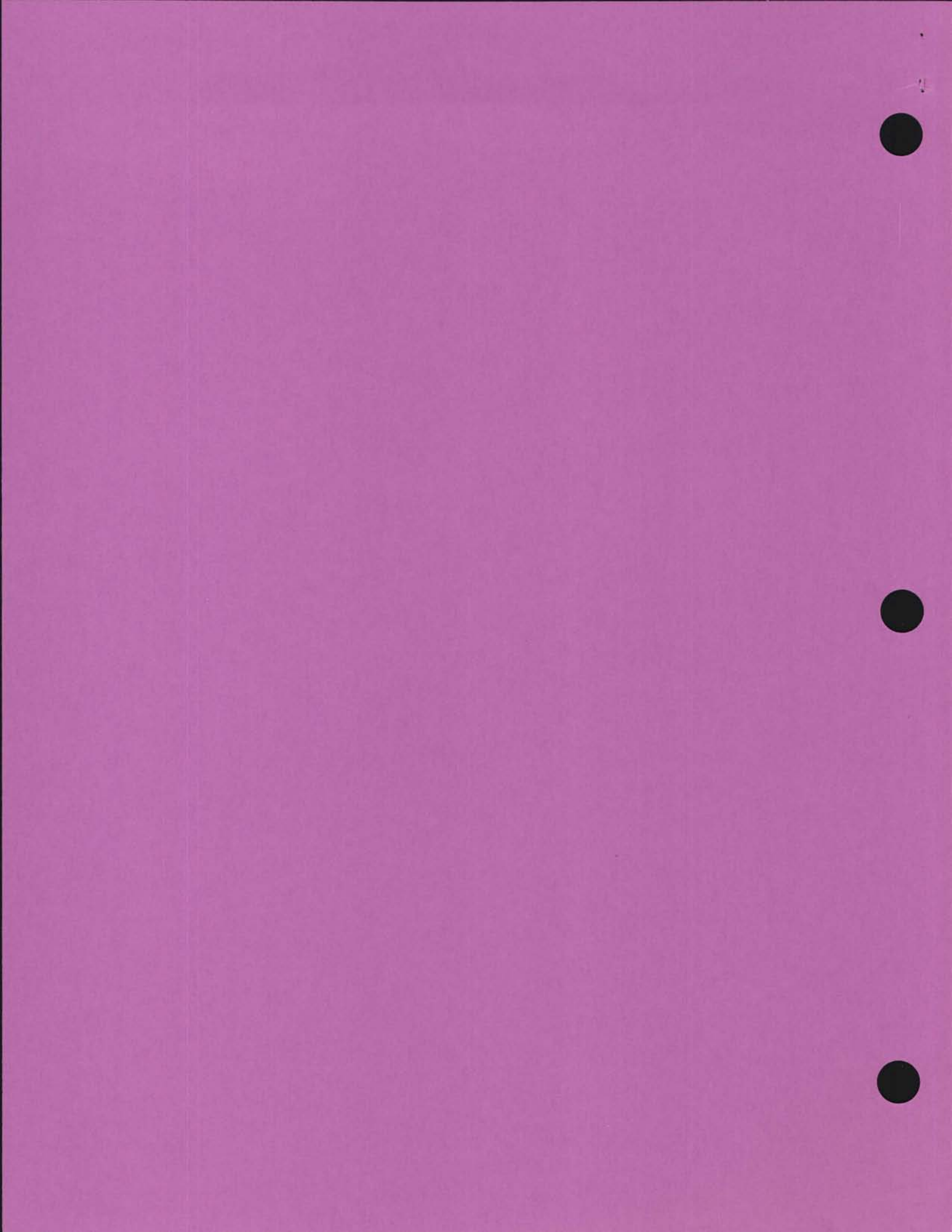
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MASTER AGREEMENT  
between the  
BOARD OF EDUCATION  
of the  
MASON PUBLIC SCHOOLS  
and the

MASON ASSOCIATION OF EDUCATIONAL  
ASSISTANTS, MESPA/MEA/NEA

January 12, 1998 – August 15, 2000

*Mason Public Schools*



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**ARTICLE I: Agreement**

This Agreement is entered into by and between the Mason Association of Educational Assistants, MESPA/MEA/NEA, hereinafter referred to as the "Association" and the Board of Education of the Mason Public Schools, hereinafter referred to as the "Employer".

**ARTICLE II: Recognition**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative for all library and instructional assistants employed by the District, but excluding therefrom all teachers, substitutes, administrators, volunteers, and all others.
- B. The Employer agrees not to negotiate with any other union other than the Association for the duration of this Agreement for the above-referenced bargaining unit.
- C. Unless otherwise indicated, the use of the term "employee" or "bargaining unit member" shall refer to all members of the above-defined bargaining unit and references to females shall include males.

**ARTICLE III: Management Rights**

- A. The Association recognizes that the Employer has the responsibility and authority to adopt reasonable rules and policies, to manage and direct, on behalf of the public, the operations and activities of the Mason Public School District to the full extent authorized by the laws and the Constitutions of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right to:
  - 1. Manage and control the school system's business, the equipment and the operations, and to direct the working force and affairs of the Employer.
  - 2. Continue its rights and past practice of assignment and to direct the work of 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, if necessary.
  - 3. The right to direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
  - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying out the work or

changes therein, and to institute new and/or improved methods of change therein.

5. Adopt rules and regulations.
  6. Determine the qualifications of employees, including physical and mental conditions.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, 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 function, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights of employees as specifically provided in this Agreement.
- B. The exercise of the foregoing powers, rights, 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 by the specific and express terms hereof as are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### **ARTICLE IV: Association and Employee Rights**

- A. The Association and the employees will be accorded those rights existing under law.
- B. The Association and its representatives shall have the right to use school buildings and facilities subject to existing Board policy except that no charge shall be made for such use before the commencement of the scheduled workday nor until 6:00 P.M.
- C. Duly authorized representatives of the Association and its affiliates shall be permitted to transact official business on school property provided that this shall not interfere with or interrupt normal operations.
- D. The Association shall have the right to use the Employer's typewriters and/or machines at reasonable times and when such equipment is not otherwise in use provided that the use of such machines shall be outside of the employee's hours of work. The Association shall pay for the reasonable cost of all materials and

supplies incident to such use.

- E. The Association may post notices of activities and matters of Association concern on designated bulletin boards now existing in each of the buildings of the District to which a bargaining unit member may be assigned. The Association may use the District intermail service and existing employee mailboxes for communication to bargaining unit members.
- F. In response to reasonable written requests, the Employer agrees to furnish information to the Association which the Association requires to administer this Agreement or to formulate contract proposals.
- G. It is understood and agreed that those positions now held by bargaining unit members may be subject to the Board of Education's continuing policy of accepting volunteer aides who are citizens and parents from within the community. Further, it is expressly understood that nothing in this Agreement shall serve to abrogate the Board's paramount right to continue to use volunteer assistance even though the duties may be performed by bargaining unit members now or in the future.
- H. The Association shall be entitled to two (2) paid leave days each year for the purpose of conducting Association business provided that the Association President notifies the Employer at least one (1) day in advance.  
  
Should a substitute be hired for an absent bargaining unit member, the Association agrees to reimburse the Employer for the cost of said substitute.
- I. The private and personal life of a bargaining unit member is not within the appropriate concern of the Employer except where the same shall adversely affect the District as a whole or shall adversely affect the bargaining unit member's job performance.
- J. A bargaining unit member shall have the right to review the contents of her personnel file at reasonable times and upon reasonable notice to the Employer. A representative of the Association may accompany the bargaining unit member in such review. The Employer reserves the right to exclude from review, confidential communications such as letters of recommendation from other employers, etc.

**ARTICLE V: Payroll Deduction**

- A. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for credit union, United Way, MESSA and MEFSA programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- B. The following shall also be in effect:

1. All bargaining unit members shall, as a condition of employment, either pay Association dues or a service fee in a legally permissible amount established by the Association. Dues and service fees will be deducted pursuant to MCLA 408.477; MSA 17.277 (7).
2. The Association shall notify the Employer of the amount to be payroll deducted for each bargaining unit member within two (2) weeks of the beginning of school or within thirty (30) days of employment, whichever is applicable.
3. Association dues and service fees will be deducted from the last payroll in each of ten (10) consecutive months beginning in September. Deductions shall be pro-rated based upon the amount of time the bargaining unit member is contracted to work.
4. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer agrees to promptly remit said sums to the Association Treasurer accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in the list previously furnished. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.
5. The Association shall indemnify and save the Board harmless from all sums improperly deducted and remitted to the Association.
6. Should the provision for mandatory payroll deduction of dues or Service Fees, as referenced in Section 1 above, be found contrary to law, the parties agree to negotiate procedures requiring the submission of written authorizations for the deduction of dues or service fees as a condition of continued employment within thirty (30) calendar days of such determination.
7. The Association will save the Board harmless from any and all costs, attorney fees, or any other form of damages or liability arising out of compliance with the terms of paragraphs 1 through 7. In the event there is a dispute between the bargaining unit member and the Association as to whether the dues or fees have been properly paid, the bargaining unit member may request and receive a due process hearing before the Board to determine if the dues or fees have been properly paid prior to either dismissal or mandatory deduction. The Association shall provide at least ten (10) working days notice in writing to both the Board and the bargaining unit member prior to a request for discipline or mandatory dues deduction. After the request, a hearing as above specified, will be provided if requested by the bargaining unit member within the ten (10) day period. Said request shall be in writing.

**ARTICLE VI:           Negotiation Procedures**

- A.    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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the 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 subjects or matters 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.
  
- B.    Negotiations on a successor Agreement shall begin upon written notice of either party at least sixty (60), but not more than ninety (90) calendar days prior to the expiration of this Agreement.
  
- C.    Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
  
- D.    Representatives of the Employer and the Association may meet, during the term of this Agreement, for the purpose of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations. Any such meeting shall be held outside employee work hours unless otherwise agreed to by the Employer.
  
- E.    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.

**ARTICLE VII:           Grievance Procedure**

- A.    A grievance shall be defined as a claim by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation of any provision of this Agreement and may be processed as hereinafter provided.
  
- B.    The following matters shall not be the basis for any grievance beyond Level One of the procedure outlined herein:
  - 1.    The discipline of any probationary employee or the failure to retain a probationary employee in employment;



2. The content of a written evaluation; and
  3. Any matter for which there is recourse under federal or state statute.
- C. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.
- D. When the nature and/or scope of a grievance is not within the authority of the building principal to resolve, said grievance may be initiated at Level Three of the grievance procedure upon mutual agreement between the building principal and the grievant(s).
- E. The term "days" as used herein shall mean working days except that during the summer months the term "days" shall mean Monday through Friday excluding holidays.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until final resolution.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual Agreement between the parties. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance shall be barred and shall be deemed an acceptance of the decision last issued or, shall be deemed withdrawn. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.
- H. At each step of the grievance procedure, a bargaining unit member may have a representative of the Association present if he so chooses.
- I. Grievances shall be processed outside of the bargaining unit member's normal working hours unless otherwise agreed to by the Employer.
- A bargaining unit member who must be involved in the grievance procedure during the normal working day shall be excused for that purpose without loss of salary or leave time.
- J. A written grievance as required herein shall contain the following:
1. It shall be signed by the grievant(s); or, in the event of an Association grievance, it shall be signed by the Association President or his/her designee and the Association shall disclose the names of the grievants to the Employer;
  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 sections or subsections of the contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.
7. Any written grievance which is not in compliance with the foregoing requirements may be rejected as improper. Such rejection, since it shall not extend the limitations hereinafter set forth, shall be timely given.

K. The grievance form is attached to this Agreement as Appendix C.

L. Level One

When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with the building principal within four (4) days of its occurrence or, within four (4) days of when he could have reasonably been expected to have knowledge of its occurrence, in an effort to resolve the matter. The principal shall render a decision within three (3) days of the meeting with the grievant.

The grievant or his representative will inform the building principal when Level One of the grievance procedure is being invoked.

If the bargaining unit member is not satisfied with the results of the meeting, she may formalize the complaint in writing.

M. Level Two

If the complaint is not resolved at Level One, the complaint may be formalized as a grievance. The grievance shall be submitted in writing within five (5) days of the meeting between the building principal and the affected bargaining unit member. A copy of the grievance shall be sent to the building principal and the Association President. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of the written decision shall be forwarded to the grievant and the Association President.

N. Level Three

If the Association is not satisfied with the disposition of the grievance at level Two or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designee. Within seven (7) days after the grievance has been so submitted, the Superintendent or his designee shall meet with the Association on the grievance. The Superintendent or his designee shall, within five (5) days after the conclusion of the meeting, render a written decision thereon and shall forward copies of said decision to the grievant and the Association President.

**ARTICLE VIII: Working Hours and Conditions**

- A. The normal work year for bargaining unit members shall be those days when the schools are open to students for instruction.
1. Bargaining unit members who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular rate of pay.
  2. In lieu of additional pay, compensatory time may be mutually arranged between a bargaining unit member and the building principal.
  3. Should a bargaining unit member acting as an employee for the District, accompany a student or class on a field trip or other school-related activity which is scheduled outside of the bargaining unit member's regularly assigned work hours, s/he shall be paid at his/her regular hourly rate.
- B. The normal work week for bargaining unit members shall be Monday through Friday when school is in session.
- C. Daily work schedules for individual bargaining unit members shall be as determined by the building principal.
- D. Bargaining unit members who work at least five (5) hours a day shall be entitled to an unpaid, duty-free, uninterrupted lunch period of at least thirty (30) minutes. Should the lunch period be interrupted, the building principal will provide additional compensatory time for the bargaining unit member.
- E. It is recognized that because of the diversity in positions within the bargaining unit, scheduled relief periods are impractical. Accordingly the building principal shall arrange daily work schedules to provide each bargaining unit member with an average of fifteen (15) minutes relief for each one-half (1/2) day of work.
- F. The hiring of substitutes for absent bargaining unit members shall be at the discretion of the building principal.
- Any bargaining unit member who substitutes in the absence of another bargaining unit member or any other employee, shall be compensated at the regular hourly rate of pay established for such position.
- G. On or before July 1 of each year, the building principal shall either meet with each bargaining unit member in his building to discuss the tentative assignment for the forthcoming school year or, will provide written notification of the bargaining unit member's tentative assignment.
- H. The Employer shall continue to provide existing rest areas, lounges and restrooms for bargaining unit member use.

- I. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area.
- J. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect themselves or another person from attack, physical harm or injury or to prevent damage to District property.
- K. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
  - 1. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.
  - 2. Emergency school closings will be considered as days not worked and therefore, not paid except as provided in Section K.4. below. Said days will be rescheduled to provide 180 days of student instruction. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay. In the event there are more than one hundred eighty (180) days of student instruction, bargaining unit members shall be paid at their regular hourly rate for such additional hours/days.
  - 3. When a paid leave day has been arranged in accordance with the provisions of Article XIV and the same falls on a snow day which must be rescheduled under the provisions of paragraph 2 above, the time shall not be charged against the bargaining unit member. However, if it is not required that the snow day be rescheduled as noted in paragraph 4 below, the time may be charged against the bargaining unit member.
  - 4. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God days" to be counted as days of student instruction without rescheduling same, bargaining unit members shall not be required to report for work and shall not suffer loss of salary. Any other amendments to the State Aid Act during the term of this Agreement which modify make-up time will be subject to the provisions of Article XIX, section B, of this Agreement.
- L. The parties agree that compensatory time for bargaining unit members shall be in accordance with the following:
  - 1. Work which will require compensatory time or additional pay shall be arranged in advance of same between the bargaining unit member and the building principal.
  - 2. Use of compensatory time shall be arranged between the bargaining unit member and the building principal.

3. When the building principal requires the bargaining unit member to work beyond the normal working hours, the bargaining unit member may elect to be paid or to take compensatory time.
4. When time worked beyond the bargaining unit member's normal hours is at the request of the bargaining unit member, the election of pay or compensatory time shall be by mutual agreement between the bargaining unit member and the building principal.
5. If a bargaining unit member is required to work more than eight (8) hours in any work day or more than forty (40) hours in any work week, the bargaining unit member shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay or if compensatory time is elected, at one and one-half (1 1/2) times the hours worked.
6. Compensatory time shall be taken or paid in full as agreed upon between the building principal and the bargaining unit member. In any event, compensatory time shall be taken or paid in full by June 30 in any given year.

**ARTICLE IX: Services to Students with a Handicap**

- A. Normally, bargaining unit members will not participate in an Individual Educational Planning Committee. However, if they are asked to participate, they will be instructed as to their roles and responsibilities as well as the procedures attendant thereto.
- B. Bargaining unit members who are assigned to handicapped students whose needs are defined by the IEP and/or where special services are required will receive appropriate training by specialized personnel as necessary.  
  
Additionally, the bargaining unit member will be provided a written copy or convenient access to medical instructions where same apply to students for whom s/he is responsible.
- C. Time spent in training will be paid at the bargaining unit member's regular hourly rate. Mileage will be reimbursed where appropriate.
- D. The administration will make a reasonable attempt to provide a substitute in the absence of the regularly assigned special education assistant.
- E. Bargaining unit members who administer medication shall not be liable when medication is administered in the presence of another adult in accordance with Section 1178 of the Revised School Code as amended.
- F. Assistants who are toileting, diapering, suctioning, catheterizing or otherwise handling body fluids or waste shall be provided with disposable gloves, bags, and such other materials as are necessary toward maintaining the health and safety of both the student and the assistant.

**ARTICLE X: Bargaining Unit Member Evaluation**

- A. New employees hired into the bargaining unit shall serve a probationary period of ninety (90) working days.
1. The building principal shall evaluate the bargaining unit member in writing at least once prior to the end of the probationary period.
  2. The bargaining unit member shall be provided with a definite written statement as to whether his performance was satisfactory during the probationary period.
  3. Should it be determined that the bargaining unit member's performance was unsatisfactory, his employment will be terminated prior to or at the conclusion of the probationary period. The Association President shall be notified of any such action by the Employer.
- B. Non-probationary bargaining unit members shall be evaluated at least once in each two (2) year period by the building principal.
- C. Any evaluation of a bargaining unit member's work shall be based upon the duties as listed in the appropriate job description and the Evaluation Form(s) which are attached hereto as Appendix D. The administration reserves the right to modify the evaluation form from time to time. Copies of such modifications will be given to the Association President.
- D. All evaluations shall be in writing with a copy provided to the bargaining unit member.
1. A conference will be held within ten (10) work days after drafting of the written evaluation to discuss the contents of the evaluation.
  2. The bargaining unit member shall sign the evaluation. His signature shall not be interpreted to mean that he necessarily agrees with the content of the evaluation, but that he has reviewed it with the building principal.
  3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if he chooses. Such comments shall be submitted within five (5) working days after the conference between the bargaining unit member and the building principal or, in the alternative, it shall be assumed that the unit member has waived his right to submit a written response.
  4. All written evaluations shall be placed in the bargaining unit member's personnel file.
  5. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the ways in which the bargaining unit member is to

improve and of the assistance, if any, to be given by the Employer toward said improvement.

6. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place unless non-observation is noted.
- F. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the reasons therefore in writing. The Association President shall be notified of any such action by the Employer.

**ARTICLE XI:           Discipline of Employees**

- A. Once an employee has completed the probationary period, the Employer will follow the precepts of progressive discipline (oral/written warning, oral/written reprimand, suspension with or without pay and discharge). Such discipline shall be for just cause. It is recognized that progressive discipline may vary with the seriousness of the offense. Some examples by way of illustration and not by way of limitation which warrant immediate discharge are intoxication on the job from alcohol or drugs; use of illegal drugs or consumption of alcohol on the job; possession of illegal drugs or alcohol on the job; theft; crimes involving moral turpitude; and falsification of time sheets or employment records.
- B. The specific grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline.
- C. All documents of a disciplinary nature will be forwarded to the employee who shall sign a receipt for a copy of the same. Signing said receipt shall not mean agreement but shall be understood to indicate awareness of the material. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, she may have her written statements attached to the file copy of said material.
- D. Discipline which will be recorded in the employee's personnel file will be in private except where the administration is coping with an emergency requiring immediate corrective behavior.
- E. The bargaining unit member shall be entitled to have a representative of the Association present during a meeting which is held for the purpose of discipline. When such a request is made by the bargaining unit member, action by the Employer will be deferred for a reasonable period of time until the representative of the Association is present subject to paragraph D above. In cases of immediate discharge, the employee will have a reasonable opportunity to confer with an Association Representative prior to being required to leave the premises.

**ARTICLE XII: Vacancies and Transfers**

- A. A vacancy shall be defined as a newly-created position which is permanent or an existing position for which there is no bargaining unit member with a contractual right to return to same. A permanent position shall be defined as a position which will be in existence for at least sixty (60) work days.
- B. A vacancy shall be posted in each building for a minimum of ten (10) working days before the position is permanently filled except when the vacancy is filled in accordance with Sections F, G and H of this Article.
  - 1. Should the requirements of a vacancy change prior to same being permanently filled, the vacancy shall be re-posted in accordance with the provisions of this Article.
  - 2. Should the hours of a position be increased, said hours shall be assigned to the bargaining unit member who occupies said position.
- C. Qualified bargaining unit members as well as outside applicants may submit a written application to the Assistant Superintendent for Personnel and the principal of the building in which the vacancy occurred.
- D. Prior to filling a vacancy, the building principal shall:
  - 1. Review all applications.
  - 2. Interview qualified applicants (including all qualified internal applicants) either directly or through a committee established for that purpose. Should the principal establish a committee for interviews, the committee shall be composed of one or more of the following: The building principal, or assistant principal, the classroom teacher to whom the applicant will be assigned and/or a specialist who is familiar with the position requirements.
  - 3. Determine the most qualified applicant.
    - a. The qualifications for a vacancy shall be listed on the posting which may include the ability to work with teachers and students as well as other appropriate requirements.
    - b. Bargaining unit seniority shall also be a factor in filling vacancies. When the building principal determines that two (2) or more applicants' qualifications are substantially equal, the bargaining unit member with the most seniority shall be awarded the position.
    - c. Any bargaining unit member who is not awarded a vacancy pursuant to Section D, 3.a may appeal the building principal's decision in writing to the Assistant Superintendent for Personnel within five (5) work days of filling the position permanently. If so appealed, a review of the process will be conducted with the bargaining unit member(s) and the building principal/committee



within five (5) work days of receipt of the appeal. Should more than one (1) bargaining unit member file an appeal, the review may be conducted with all such bargaining unit members present. The Assistant Superintendent may affirm, modify, or reverse the decision of the building principal and may subsequently re-post the position where appropriate.

- E. A bargaining unit member may occupy more than one (1) position in the bargaining unit provided that the hours of work and the position requirements do not conflict with one another; and provided further, that the hours do not exceed eight (8) hours a day nor forty (40) hours a week. The rate of pay for each position shall be in accordance with the appropriate hourly rate as set forth at Appendix A of this Agreement.
- F. If a bargaining unit member on layoff status is qualified for a vacancy, posting of the position shall not be required and the bargaining unit member on layoff shall be recalled.
- G. A bargaining unit member who desires a transfer may file a transfer request with the building principal, a copy of which shall be sent to the Assistant Superintendent. Once submitted, a transfer request will be valid for one (1) calendar year.
- H. The Employer reserves the right to assign or transfer a bargaining unit member to a position which is appropriate for the bargaining unit member, the teacher and students involved.
- I. A bargaining unit member's hourly rate of pay shall not be reduced as a result of any temporary change in duties.
- J. Whenever possible, a bargaining unit member intending to resign will provide the Employer with written notice at least two (2) weeks prior to the effective date of said resignation. Failure to provide at least two (2) weeks notice will result in a three-day dock in pay unless an exception is granted by the administration for circumstances beyond the bargaining unit member's control.
- K. Bargaining unit members shall be given serious consideration in filling vacancies both within and outside of the bargaining unit before hiring new employees.

**ARTICLE XIII: Layoff and Recall**

- A. The Employer shall have the right to layoff and/or reduce staff.
- B. A layoff shall be defined as a reduction in the work force, but shall not include temporary interruptions of scheduled work due to circumstances beyond the control of the Employer.
- C. Bargaining unit members who will be affected by a layoff shall be provided with written notice at least two (2) weeks prior to the effective date of said layoff.

- D. The Employer shall recall laid off bargaining unit members within classifications before hiring new employees.
- E. The bargaining unit member shall be entitled to recall for a period of two (2) calendar years from the effective date of layoff. Thereafter, the employee shall lose his/her right to recall.
- F. Any recall notice given to a bargaining unit member on layoff shall state the date, time and place the bargaining unit member is to report for duty.
- G. It shall be the bargaining unit member's responsibility to provide the Employer with a current address for purposes of recall. Any notice sent to the last address on file shall be deemed sufficient.
- H. The Association President shall be notified of pending layoffs before the affected bargaining unit member.
- I. Bargaining unit seniority shall be defined as the length of continuous employment in the bargaining unit and is compared with others within the classification. Classifications shall be as defined below in paragraph J.
  - 1. Only members of the bargaining unit shall accrue seniority within the unit. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.
  - 2. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his/her first day of work.
  - 3. Unpaid leaves of absence shall not constitute an interruption in continuous employment. Seniority shall not continue to accrue for unpaid absences after July 1, 1997, but shall be frozen until such time as the bargaining unit member may return to the bargaining unit. Seniority shall be adjusted for unpaid leaves annually effective July 1 of each year.
  - 4. Days worked in a non-bargaining unit position shall not be used for seniority purposes or for establishing a date of hire within the bargaining unit.
  - 5. Should a bargaining unit member transfer to a non-bargaining unit position with the Mason Public Schools, seniority shall not continue to accrue; however, the unit member shall have his/her seniority frozen until such time as he/she may return to the bargaining unit.
  - 6. Seniority shall be lost should the bargaining unit member resign, retire or is discharged or is out of the bargaining unit for a period of two (2) calendar years.

J. Classifications for purposes of this contract shall be as follows:

1. Classification 1 consists of instructional assistants and the following special education assistants: L.D., Resource Program, AI, TMI, HI, and VI assistants plus EMI, Health Care, POHI and LRE assistants. The last four categories of special education assistants may also accumulate seniority in Classification 3 where the students to whom they are assigned require bathrooming and/or diaper changing and/or lifting and/or behavior management similar to that of an EI assistant.
2. Classification 2 consists of elementary and secondary library assistants.
3. Classification 3 consists of special education assistants in Pre-primary Impaired, Severely Multiply Impaired (SXI), and Emotionally Impaired (EI), classrooms, as well as those EMI, Health Care, POHI and LRE assistants whose services were utilized for students who require bathrooming and/or diaper changing and/or lifting and/or behavior management.
4. Classification 4 consists of Special Education Interpreter assistants.
5. Seniority gained in the four classifications may be utilized in other classifications only as follows:  
  
Classification 4 may use seniority into Classifications 1 & 3;  
  
Classification 3 may use seniority into Classifications 1 & 3;  
  
Classification 2 may use seniority only in Classification 2;  
  
Classification 1 may use seniority only in Classification 1 except for EMI, Health Care, POHI and LRE as specified.
6. The foregoing seniority as a bargaining unit member by classification shall be utilized in Article XII Section D.3. b. as therein specified.

K. The Employer shall prepare and maintain the seniority list, a copy of which shall be provided to each bargaining unit member by October 15 each year. Should a bargaining unit member disagree with the seniority list, she/he shall have twenty (20) work days to challenge the seniority list through the Grievance Procedure.

1. Should two (2) or more bargaining unit members share the same date of hire, relative rankings on the seniority list shall be determined by the bargaining unit member whose last name occurs first, second, etc. alphabetically. Should a bargaining unit member's last name change during the course of employment, such change shall be noted on the seniority list, but his/her relative ranking on the seniority list shall not change. Hyphenated names shall be ranked by the first name of the hyphenated last name.

2. The seniority list shall be prepared by the Administration and given to the Association annually on or before August 1. The Association shall have one (1) month to prepare any changes thereto and return it to the Administration. Thereafter, the parties shall meet and approve any changes from the initial list. Once the final list is approved by both parties, it shall be posted for three (3) days. Thereafter, the list shall become final and binding on all parties and may not thereafter be altered.

The seniority list format shall be as follows:

**SENIORITY LIST**  
**Library and Instructional Assistants**  
**Date**

<u>Name</u>	<u>Position Classification</u>	<u>Building</u>	<u>Date of Hire In a Position In the Bargaining Unit</u>	<u>Unpaid Leave/Absence Days from 7/1/97 on</u>	<u>Adjusted Seniority</u>

List the most senior bargaining unit member(s) first and proceed down to the least senior bargaining unit member.

- L. At the time of layoff and recall, seniority within classification shall be a factor to be considered by the Employer.
- M. Various jobs are defined and attached to this Agreement as Appendix E.

**ARTICLE XIV: Leaves of Absence**

- A. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of sixty-five (65) days in the 1997-98 school year; seventy (70) days in the 1998-99 school year; and seventy-five (75) days in the 1999-2000 school year.
  1. The bargaining unit member may use all or any portion of his sick leave to recover from his own illness or disability.
  2. The bargaining unit member may use a maximum of four (4) days each year for illness in the immediate family. Immediate family shall be defined as child, spouse and/or others residing within the immediate household.

3. Time necessary to fulfill dental and medical appointments when such appointments can not be made at any other time, can be charged to the bargaining unit member's sick leave subject to the approval of the immediate supervisor. In addition, personal business leave may be used for medical or dental appointments.
  4. Sick leave which was earned prior to an unpaid leave of absence shall be held in reserve pending the return of the bargaining unit member.
  5. Absence due to injury incurred during the course of the bargaining unit member's employment shall not be charged against the unit member's sick leave. The bargaining unit member shall be entitled to use his sick leave on a pro-rata basis to make up the difference between his regular rate of pay and Worker Compensation benefits provided that the use of sick leave shall not reduce the Worker Compensation benefits.
  6. The bargaining unit member may use up to five (5) days of accumulated sick leave for death in the immediate family. Immediate family shall be as defined in Section 2 above and shall include parents, parents-in-law, and siblings. The Superintendent may, in his discretion, extend the leave period.
  7. If at the close of the preceding school year, a bargaining unit member shall not have used more than two (2) sick leave days (including personal business days) and shall have accumulated thirty (30) sick leave days, then, in the following year, the bargaining unit member shall be entitled to one (1) "earned day" to be taken at the bargaining unit member's discretion.
    - a. The bargaining unit member intending to use an "earned day" shall notify the building principal at least one (1) work day in advance.
    - b. The principal of each building shall not be obligated to grant more than three (3) "earned days" and/or personal business days on any given day.
    - c. "Earned days" shall accumulate up to a maximum of five (5) days at the rate of one (1) day per year. The use of an "earned day" shall not be counted as part of any other leave.
- B. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business which cannot otherwise be transacted except during normal working hours.
1. The bargaining unit member must apply in writing with the building principal at least twenty-four (24) hours in advance of the requested absence and state the reasons therefore in writing.

2. Personal business leave may not be used to extend holidays or vacation periods, nor for recreational or social activities.
  3. Unused personal leave shall accrue as sick leave.
  4. Personal business leave shall be deducted from the bargaining unit member's accumulated sick leave.
- C. A bargaining unit member who serves on jury duty will be paid the difference between his regular pay and the juror fee, provided proof of service is submitted. Such service shall not be charged against sick leave.
- D. Upon the Assistant Superintendent's prior approval, the bargaining unit member may attend appropriate conferences and/or training seminars.
1. The Board will provide a substitute where appropriate at its expense.
  2. The bargaining unit member shall receive his/her regular hourly rate for actual time at such conference and/or training. Travel time will not be reimbursed.
  3. Travel expenses, meals, lodging and registration fees will be reimbursed provided the bargaining unit member submits the appropriate receipts/vouchers and documentation of his/her conference attended.
- E. The Employer may grant an unpaid leave of absence for up to one (1) year for any reason upon written application from the bargaining unit member.
1. Requests for leave of absence shall include the reason for the leave together with an identification of the beginning and ending dates of said leaves.
  2. At least thirty (30) calendar days prior to the date a leave of absence is scheduled to expire, a bargaining unit member shall notify the Employer of his intent to return to work.
  3. Upon return from an unpaid leave of absence of thirty (30) working days or less, the bargaining unit member shall be reinstated to the position he occupied at the time the leave was granted. Upon return from an unpaid leave of absence of thirty-one (31) or more working days, the bargaining unit member shall be reinstated to the first vacancy for which he is qualified.
  4. Unpaid leaves of absence granted pursuant to this Agreement may be extended at the discretion of the Employer.
- F. The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to bargaining unit members by the Act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional

benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.

1. Pursuant to the Family Medical Leave Act of 1993, a bargaining unit member who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12 month period for one or more of the following reasons:
  - (a) the birth of the bargaining unit member's child in order to care for the child;
  - (b) the placement of a child with the bargaining unit member for adoption or foster care;
  - (c) the need to care for the bargaining unit member's spouse, child, or parent who has a serious health condition; or
  - (d) a serious health condition that renders the bargaining unit member incapable of performing the duties of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the bargaining unit member's leave entitlement under the Family Medical Leave Act at the election of either the Board or the assistant. Other conditions of the Family Medical Leave Act shall apply to leaves in this Section.

2. The bargaining unit member's insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in the employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
3. A bargaining unit member may elect to use his/her accumulated sick leave and/or business leave where applicable during a leave pursuant to the Family Medical Leave Act.
4. The Board reserves the right to require certification from the bargaining unit member's health care provider, or that of the bargaining unit

member's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of his/her employment. The Board may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.

5. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 4 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
6. A bargaining unit member, upon return from unpaid leave pursuant to the Family Medical Leave Act shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is qualified.
7. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Personnel.

**ARTICLE XV:       Holidays**

Thanksgiving Day and the Friday following, Christmas Day, New Year's Day and Memorial Day shall be paid holidays for all bargaining unit members.

**ARTICLE XVI:       Compensation**

- A. The hourly wage rate of employees covered by this Agreement are set forth in the wage schedule, Appendix A, which is attached to and incorporated in this Agreement. The longevity schedule is set forth in Appendix B.
- B. A bargaining unit member who is temporarily assigned duties which are not part of her normal assignment responsibilities and which earn a higher rate of pay shall receive the higher rate of pay for the period she assumes such an assignment.



- C. A bargaining unit member who is required in the course of her work to drive her personal automobile shall be reimbursed for mileage in accordance with Board policy.

**ARTICLE XVII: Insurance Benefits**

- A. The Employer shall provide without cost to the bargaining unit member term life insurance protection with AD & D in the amount of \$20,000.00.
- B. The bargaining unit member shall be entitled to participate in any of the fringe benefit programs offered by the Employer if permitted by the carrier. Such participation shall be at the group premium rate and at the bargaining unit member's own expense.

**ARTICLE XVIII: Retirement**

Each bargaining unit member, upon retirement from the Mason Public Schools and under the Michigan Retirement Law, shall be paid a terminal leave payment of \$75.00 for each year of service to the District, provided the bargaining unit member has been employed by the District for at least ten (10) years.

**ARTICLE XIX: Miscellaneous Provisions**

- A. This Agreement supersedes any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual contract heretofore executed between members of the bargaining unit and the Board of Education. Any individual contract with a bargaining unit member hereinafter executed shall be expressly subject to and consistent with the terms of this or subsequent agreements executed by the parties. This Agreement shall be controlling should any individual contract contain any language which is inconsistent with this Agreement.
- B. If any provision of this Agreement is subsequently found to be in conflict with any applicable federal or state statute, only that portion of such provision which is in conflict shall be determined to be void. If any provision of this Agreement should become void during the life of the Agreement, either party may request a meeting to negotiate a substitute for the voided provision.
- C. Copies of this Agreement upon its ratification shall be printed at the joint expense of the Employer and the Association and presented to all bargaining unit members currently and hereafter employed by the Employer.
- D. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Employer.

**ARTICLE XX: Duration of Agreement**

This Agreement shall be effective as of the date of the last party to ratify this Agreement, except the salaries for 1997-98 shall be retroactive to the beginning of the school year and will be paid in a lump sum as soon as reasonably practical after completion of ratification.

This Agreement shall expire on August 15, 2000.

For the Association

For the Employer

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A: Hourly Rates of Pay**

1997-98    1998-99    1999-2000

**CLASS 1**

Instructional Assistants  
 Education Assistants; including LD,  
 Resource, AI, TMI, HI, VI, \*EMI,  
 \*Health Care, \*LRE, and \*POHI  
 (Those providing services  
 to students which require lifting, bath-  
 rooming, diapering and/or behavioral  
 modification shall be paid at the  
 Class 3 hourly rate.

Probationary Rate	\$5.28	\$5.41	\$5.55
After 60 work days	\$5.65	\$5.79	\$5.94
Regular Rate after 90 work days	\$6.59	\$6.75	\$6.92

Secondary Library Assistants

Probationary Rate:	\$5.28	\$5.41	\$5.55
After 60 work days	\$5.65	\$5.79	\$5.94
Regular Rate after 90 work days	\$6.59	\$6.75	\$6.92

**CLASS 2**

Elementary Library Assistants

Probationary Rate:	\$5.28	\$5.41	\$5.55
After 60 work days	\$5.65	\$5.79	\$5.94
Regular Rate after 90 work days	\$6.99	\$7.16	\$7.34

**CLASS 3**

Special Education Assistants  
 PPI, SXI, EI, plus those EMI,  
 Health Care, POHI, and LRE  
 whose services for students  
 require: bathrooming and/or  
 diapering and/or lifting  
 and/or behavior management.

Probationary Rate:	\$6.05	\$6.20	\$6.36
After 60 work days	\$6.51	\$6.69	\$6.84
Regular Rate after 90 work days	\$7.74	\$7.93	\$8.13

**CLASS 4**

Special Education: Interpreter Assistants

Probationary Rate:	\$7.85	\$8.05	\$8.25
After 60 work days	\$8.31	\$8.52	\$8.73
Regular Rate after 90 work days	\$8.93	\$9.15	\$9.38

**APPENDIX B: Longevity Pay**

Each bargaining unit member shall receive longevity pay according to their anniversary date for the duration of this Agreement.

<u>Years of Service</u>	<u>Longevity Pay Per Hour</u>		
	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Over 5 (5 years and a day)	\$.15	\$.16	\$.16
Over 10 an additional	\$.41	\$.42	\$.43
Over 15 an additional	\$.77	\$.79	\$.81



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

(Note: Continued)

D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_  
B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX D: Elementary Library Assistant Evaluation Form**

Name \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

School \_\_\_\_\_

<u>Areas of Responsibility</u>	<u>Code</u>
1. Handles the circulation process for library materials.	_____
2. Compiles weekly overdue notices and collects money for lost or damaged materials.	_____
3. Conducts a weekly library period for each class in the school.	_____
4. Processes and prepares incoming materials for the library collection.	_____
5. Files catalog cards.	_____
6. Maintains a current catalog file.	_____
7. Repairs library materials.	_____
8. Maintains an orderly library collection for easy retrieval of materials and maintains necessary records.	_____
9. Conducts library inventory with the aid of students.	_____
10. Gathers various library materials for teachers upon request.	_____
11. Handles inter-library loan requests among the Mason elementary schools.	_____
12. Receives and returns films to REMC 13.	_____
13. Maintains A-V equipment through yearly cleaning and repair when needed.	_____
14. Assists with special projects, i.e., Book Fairs, reading programs, instruction (when necessary), visiting authors.	_____
15. Provides general information for library users.	_____

- 16. Provides assistance in the use of the library resources and equipment, such as the card catalog, projectors, tape recorders, etc. \_\_\_\_\_
- 17. Maintains confidentiality for all school-related information. \_\_\_\_\_
- 18. Performs all other duties as directed by the principal. \_\_\_\_\_

General Comments

Evaluation Code

1 = Above Average

2 = Average

3 = Needs Improvement

4 = Unsatisfactory

5 = Not Observed

\_\_\_\_\_  
Supervising Librarian's Signature

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Employee's Signature

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended for continued employment.



APPENDIX D: Instructional Assistant Evaluation Form

School Position \_\_\_\_\_

Areas of Responsibility

Code

- |   |       |
|---|-------|
| 1. Assists by tutoring individual students or groups of students.       | _____ |
| 2. Assists teacher in helping students develop a positive self-concept. | _____ |
| 3. Assists in student make-up work.                                     | _____ |
| 4. Prepares classroom materials.  | _____ |
| 5. Prepares classroom displays.   | _____ |
| 6. Performs clerical tasks.   | _____ |
| 7. Assists in keeping a neat and orderly room.                          | _____ |
| 8. Assists the teacher with tasks as needed to facilitate the program.  | _____ |
| 9. Maintains confidentiality for all school-related information.        | _____ |
| 10. Performs other duties as assigned by the principal.                 | _____ |

General Comments

Evaluation Code

1 = Above Average

2 = Average

3 = Needs Improvement

4 = Unsatisfactory

5 = Not Observed

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervising Teacher

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended  
for continued employment.

APPENDIX D: Middle/High School Library Assistant Evaluation Form

Name \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

School \_\_\_\_\_

Areas of Responsibility

Code

- |   |       |
|---|-------|
| 1. Handles the circulation process for library materials.   | _____ |
| 2. Compiles weekly overdue notices and collects money for lost or damaged materials.  | _____ |
| 3. Processes and prepares incoming materials for the library collection.  | _____ |
| 4. Repairs library materials.   | _____ |
| 5. Maintains an orderly library collection for easy retrieval of materials and maintains necessary records.                           | _____ |
| 6. Conducts library inventory with the aid of students and under the supervision of the middle/high school librarian.                 | _____ |
| 7. Gathers various library materials for teachers upon request.   | _____ |
| 8. Receives and returns films to REMC 13.   | _____ |
| 9. Maintains A-V equipment through yearly cleaning and repair when needed.  | _____ |
| 10. Assists librarian with special projects, i.e., Book Fairs, reading programs, instruction (when necessary), visiting authors.      | _____ |
| 11. Provides general information for library users.   | _____ |
| 12. Provides assistance in the use of the library resources and equipment, such as the card catalog, projectors, tape recorders, etc. | _____ |
| 13. Maintains confidentiality for all school related information.   | _____ |
| 14. Performs all other duties as directed by the principal.   | _____ |

General Comments

Evaluation Code

1 = Above Average

2 = Average

3 = Needs Improvement

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervising Librarian's Signature

The above-named employee \_\_\_\_\_ is recommended \_\_\_\_\_ is not recommended  
for continued employment.

## APPENDIX E: Job Definitions

### Instructional Assistant:

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students.

### Secondary Library Assistant:

A bargaining unit member employed to assist the librarian in providing the use of library resources and equipment in the high school and middle school (secondary).

### Elementary Library Assistant:

A bargaining unit member employed to manage an elementary library under the supervision of the building principal and/or his designee.

### Special Education Assistants:

#### Pre-primary Impaired Classroom Assistant (PPI):

A bargaining unit member employed to assist the teacher with classroom activities including diapering and bathrooming. The assistant must be physically able to lift students.

#### Severely Multiply Impaired Classroom Assistant (SXI):

A bargaining unit member employed to assist teacher with SXI students. SXI assistants need "special training" because of their involvement in healthcare functions. The assistant must be physically able to lift students.

#### Educable Mentally Impaired Classroom Assistant (EMI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students.

#### Emotionally Impaired Classroom Assistant (EI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students. The assistant may be required to assist with bathrooming and behavioral management.

#### Learning Disability Classroom Assistant (LD):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students.

Resource Program Classroom Assistant:

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for students.

Health Care Assistant:

A bargaining unit member who is assigned to an individual student. The appropriateness of the assistant must be documented by an IEP. Special training may be necessary including bathrooming and related healthcare/behavioral management. The assistant must be physically able to lift students.

Interpreter Assistant:

The bargaining unit member who assists a deaf child. The position requires college credits for signing. The required training is less than that of a college degree program.

LRE Assistant:

A bargaining unit member who is assigned to a building "team" composed of special education and general education teachers. The assistant assists a handicapped student placed in a regular classroom. The assistant must be physically able to lift students.

Autistically Impaired Instructional Assistant (AI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. The assistant may be required to do behavior management and assist with bathrooming duties.

Trainable Mentally Impaired Assistant (TMI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. The assistant may be required to do behavior management and assist with bathrooming duties.

Physically or Otherwise Health Impaired Assistant (POHI):

A bargaining unit member employed to assist a student with physical impairments. The appropriateness of the employee must be documented by an IEP. Special training may be necessary including bathrooming and related health care/behavior management.

Hearing Impaired Assistant: (HI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. Training and understanding signing may be required.

Visually Impaired Assistant (VI):

A bargaining unit member employed to assist a teacher with tasks as needed to facilitate the instructional program for the students. The assistant may be required to do behavior management and assist with bathrooming duties.