

MASTER AGREEMENT

between the

**BERRIEN REGIONAL
EDUCATION SERVICE AGENCY
BOARD OF EDUCATION**

and the

**BERRIEN COUNTY
PARAPROFESSIONAL
PERSONNEL ASSOCIATION**

2009/10

2010/11

2011/12

September 16, 2009

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NOTE — The Master Agreement can be accessed through:
http://www.berrienresa.org/labor_relations_master_a.html

AGREEMENT

THIS AGREEMENT made and entered into this 16th day of September, 2009, by and between the BOARD OF EDUCATION of the BERRIEN REGIONAL EDUCATION SERVICE AGENCY, Berrien Springs, hereinafter referred to as the "Board," and the BERRIEN COUNTY PARAPROFESSIONAL PERSONNEL ASSOCIATION hereinafter referred to as the "Association."

WITNESSETH:

ARTICLE I — PURPOSE AND INTENT

SECTION 1: The purpose of this Agreement is to establish the full agreement between the parties concerning the salaries, hours, terms and conditions of employment that shall prevail for the duration of this Agreement.

SECTION 2: NOW, THEREFORE, the Board and the Association have, in consideration of these mutual promises and stipulations hereinafter specified, agreed to abide by the terms set forth herein for the duration of this Agreement.

ARTICLE II — RECOGNITION

SECTION 1: The Board recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining. The bargaining unit shall be composed of all paraprofessionals directly employed by the Board in Special Education, but excluding all administrators, supervisors, directors, substitute employees (except permanent substitutes), independent contractors, and all other employees.

SECTION 2: The Board will not recognize or bargain with any other entity or association with respect to the members of the bargaining unit described above during the term of this agreement.

SECTION 3: For the purpose of this contract, members of the bargaining unit will be referred to as "employees." Employees joining the Association shall be referred to as "association members."

ARTICLE III — MANAGEMENT RIGHTS

SECTION 1: The Association recognizes that the Board has the authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States provided that such shall be exercised by the Board in conformity with the provisions of this Agreement, including for the purpose of illustration:

- A. To the executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its employees, including such activities as may affect their professional performances;

- B. To hire and evaluate all employees and, subject to the provision of law, to determine their qualifications, and the condition for their continued employment, and to dismiss, demote, or to reduce staff when deemed necessary; and to promote and transfer all such employees;
- C. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. When special custodial service is used, the employer may make a reasonable charge therefore.
- F. All paraprofessionals who are required to be “Highly Qualified” by NCLB shall meet those requirements as a condition of continued employment. No paraprofessional shall be transferred into a position for which they do not meet the NCLB “Highly Qualified” requirements.

SECTION 2: The exercise of the foregoing powers, rights and authority by the Board, 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 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.

SECTION 3: Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV — ASSOCIATION RIGHTS

SECTION 1: The Association shall have the right to use school building facilities for meetings, provided (a) such meetings are held at hours other than school day hours; (b) advance permission for such usage has been given by the administration.

- A. The Association shall have the right to use school equipment including regular typewriters, duplication equipment, calculating machines, and some audio-visual equipment at reasonable times when such equipment is not otherwise in use. Some equipment (i.e. 2-way conferencing equipment, PowerPoint equipment, CEO scanning equipment, etc.) which may require specialized training may not be used without appropriate office personnel on hand. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
- B. Office employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the District.

- C. A bulletin board, or portion thereof, in each District owned facility where bargaining unit members are assigned, shall be made available for the exclusive use of the Association.

SECTION 2: The Association may transact official Association business on school property outside normal working hours provided that this shall not interfere with or interrupt normal District operations.

SECTION 3: The Association shall have the right to negotiate on matters concerning salaries, hours, terms, and conditions of employment as established in, and in accordance with this Agreement. The parties expressly agree that neither party is obligated to bargain on any matter during the term of this Agreement. The parties further agree that a "Communication Committee" will be established consisting of no more than three (3) representatives from the Association and three (3) representatives from the Administration to discuss matters of common concern. The Committee shall meet monthly if there are agenda items submitted by either party. It is not the purpose of the Committee to supplant the grievance procedure. Topics that do not relate to all staff should be discussed with the employee's immediate supervisor.

SECTION 4: The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer, in September of each year, a list of active members of the Association.

- A. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month — September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made within thirty (30) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- B. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this Section. The Association further agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Section.
- C. If at any time during the duration of this Agreement, the Union authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any employee or employees, then this Section shall become null and void and inoperative during the life of this Agreement.

SECTION 5: The local Association shall have the right to affiliate with any State, National, or International Agencies it chooses.

ARTICLE V — SCHOOL CALENDAR AND SCHOOL DAY

SECTION 1: The working day shall be 8:15 a.m. to 3:45 p.m. for a minimum of 1,312 working hours per year between July 1, 2009 and June 30, 2012 for all employees.

While employees will be paid for snow days, closings beyond four (4) days will be made up at the end of the school year with no additional compensation.

SECTION 2: All bargaining unit members are entitled to one-half (½) hour paid duty-free lunch break daily as mutually scheduled by the Principal and staff. When staff are working during their lunch break, they will be compensated an additional 30 minutes.

SECTION 3: Any alternate or modified work schedules must be pre-approved in writing by the Director of Special Education or his/her designate.

ARTICLE VI — LEAVES OF ABSENCE

SECTION 1: LEAVES WITH PAY AND FRINGE BENEFITS

- A. Sick Leave: Twelve (12) sick days per school year will be granted to each employee. New employees will be allocated six (6) days at the beginning of the school year and six (6) on the third Monday of January, providing they are in active service at each point. Unused sick days will accumulate to a maximum of 90 and may be used subject to the following conditions and limitations:
1. Illness or disability of the employee - all available.
 2. Serious illness or disability of employee's immediate family (present spouse, father, mother, father/mother-in-law, brother, sister, children, son/daughter-in-law, grandchildren, grandparents) - maximum of five (5) days per incident.
 3. Upon request by the Board, a paraprofessional staff member must submit a certificate from a medical doctor, not related to the staff member, that such staff member is physically or mentally able or unable to perform his/her assigned duties, to return from sick leave, or continue employment. If the Board requires a medical certificate to determine that a basis for sick leave exists, the Board will pay the cost unless it is determined that the employee abused sick leave.
 4. Sick leave benefits, if available, may be used to augment benefits under Worker's Compensation so as to maintain the daily salary of the employee.
 5. Accumulated sick leave will be canceled when employment with the District is terminated and will not be compensated with pay.

6. Written notice of any planned or prearranged use of sick leave shall be given to the Supervisor as soon as possible after the need becomes known and should, if possible, be arranged to coincide with the scheduled breaks in the school year.
7. Any employee whose disability extends beyond their accumulated sick leave days may, with appropriate notice by the employee, be granted a leave of absence without pay until able to return to work as provided in Section 2, C. Failure of appropriate notice shall automatically cause the employee to be placed on Unpaid Leave under Section 2, C for thirty (30) days with subsequent "termination" as specified in that Section if other arrangements are not made.
8. Falsification of sick leave shall be considered just cause for discipline, demotion, or termination.

B. Funeral Leave: Funeral leave may be used subject to the following conditions and limitations:

1. Maximum of five (5) days per incident for immediate family as defined in Section 1, A, 2 above.
2. Personal/business leave may be used, if available, for the death of friends or relatives not in the immediate family. If the employee has exhausted his/her personal/business leave days, one day, not deductible from other leave, may be used for the death of friends or relatives not in the immediate family. Not more than two (2) staff members may be absent per building during the student instructional day without administrative approval.
3. One staff member will be granted time to attend the funeral of a student for whom they have direct responsibility. Time is limited to the funeral service only and reasonable travel time.

C. Personal/Business Leave: Personal/business days may be used subject to the following conditions and limitations:

1. Maximum of two (2) personal/business leave days may be granted per year.
2. Unused portions of personal/business days will be accumulated as sick leave at the end of each year.
3. Personal/business days may be used only for situations which require the employee's attendance and cannot be scheduled around working hours. Recreational activities, marriage, honeymoon, shopping, house hunting, social functions, vacation extensions, Association business, job interviews, etc., are examples of activities for which the use of personal/business days are inappropriate.

4. While no written reason is required for use of personal business days when the staff member feels the reasons are too personal to divulge, twenty-four (24) hour written notification (except in emergencies approved by the Supervisor) is required.
5. Personal/business days may be granted on days immediately preceding or following holidays, vacations, or week-ends contiguous to holidays or vacation days if approved by the Supervisor. Such written requests, however, must be submitted at least forty-eight (48) hours prior to the beginning of the requested leave and must contain the reason for the leave.
6. Abuse or falsification of personal/business leave shall be considered just cause for discipline, demotion or termination.

D. Legal Leave: Legal leave may be used subject to the following conditions and limitations:

1. An employee, who is summoned or subpoenaed as prescribed by law, shall be entitled to legal leave for those dates indicated.
2. The employee shall provide the Supervisor written proof of the summons or subpoena and, upon return from legal leave, provide the Supervisor with satisfactory evidence as to the amount the employee was paid by the court.
3. The amount of compensation paid by the court (if any) shall be deducted from the employee's daily salary so that the net effect will be no loss of pay.
4. Legal leave is not applicable when the employee is under court order to appear in his/her own defense for a violation of the law and to which he/she pleads or is found guilty. In cases where "plea bargaining" or "out of court settlement" has left innocence or guilt unresolved in court, the Administration shall make a reasonable determination of availability of this leave. In cases where the employee is co-defendant with the District, leave may be granted as reasonable and necessary.

E. Association Leave: Association leave shall be granted to no more than four (4) officers of the Association. Maximum leave is four (4) days per officer and no more than two (2) of the four (4) days shall be outside the District. The Association shall submit a list containing the names of the Association officers no later than the end of the third week of work. Only those officers shall be entitled to leave under this Section.

F. Adoption Leave: Leave for the purpose of adoption may be used subject to the following:

1. An employee who is in the process of adopting a child shall be entitled to adoption leave under this Section.
2. The employee shall provide to the Supervisor a written request at least 30 calendar days in advance of the anticipated beginning of the leave. The request must contain the beginning and ending dates of the leave.

3. The maximum number of days of the leave is 20 work days or the total number of sick leave days accrued at the beginning of the leave, whichever is less. For each day utilized of adoption leave, one accrued sick leave day will be deducted from the employee.
4. An employee may not utilize adoption leave more than once per school year.

SECTION 2: LEAVES WITHOUT PAY AND WITHOUT FRINGE BENEFITS

Fringe benefits shall include: insurance and accumulation of experience on the salary scale, seniority and sick leave.

Insurance benefits may be maintained at the employees expense, subject to the Board's discretion and the conditions of the carrier.

- A. Child Care Leave: Child care leave may be available to all employees subject to the following conditions and limitations:
 1. Prolonged serious illness of a dependent child, immediate postnatal care, or adoption. Leaves requiring greater than six (6) weeks could fall under Special Unpaid Leaves.
 2. Maximum leave is six (6) weeks.
 3. Thirty (30) days written notification is required (except in emergencies).
 4. Employees who take child care leave contiguous to active employment or paid leave, shall not lose benefits.
- B. Sabbatical Leave: Upon completion of seven (7) years of continuous service with the Berrien Regional Education Service Agency, an employee may be granted sabbatical leave subject to the following conditions and limitations:
 1. Maximum sabbatical leave is one (1) contract year.
 2. Written request must be made to the Director of Special Education as soon as reasonably possible, but no less than sixty (60) days prior to the start of leave, specifying the desired dates. Insofar as possible, the dates should conform with scheduled breaks in the school year.
 3. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the leave, or July 1, whichever is sooner. Failure to notify the District in writing by the required time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement.

4. Upon return from sabbatical leave, the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If the leave is for fewer than sixty (60) school days, the employee will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee will be reinstated to the same position if vacant upon the receipt of the employee's notice of intent to return (Section 2, B, 3, of this Article). If the same position is not vacant, the employee will be reinstated to a similar position, as determined by the Administration. A similar position, for the purposes of this Article, shall be defined as a position for which the employee meets the minimum legal certification requirements and Board qualifications, and which is compensated at the same rate as the original position. If neither the same, nor similar, position is available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement.

C. Special Unpaid Leave: Special unpaid leave for reasons other than those specifically provided in this Article may be granted subject to the following conditions and limitations:

1. Leave is solely upon the approval of the Director of Special Education. A clear reason for the leave request must be given. In no case shall leaves under this Section be granted for purposes of obtaining other employment (including self-employment).
2. Maximum leave is one (1) calendar year, except, by mutual agreement of both parties, the leave may be extended beyond the one (1) calendar year.
3. Written request must be made to the Director of Special Education as soon as reasonably possible, but no fewer than sixty (60) days prior to the start of leave, except in valid emergencies, specifying the desired dates. Insofar as possible, the dates should conform with the scheduled breaks in the school year.
4. Any day in excess of five (5) days within a twenty-four (24) month period shall break the continuity of employment for experience increase on the salary schedule for the next year.
5. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the leave, or July 1, whichever occurs sooner. Failure to notify the District in writing by the required time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement.
6. Upon return from leave the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If the leave is for less than sixty (60) school days, the employee will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee will be reinstated to the same position if vacant upon receipt of the employee's notice of intent to return (Section 2, C, 5, of this Article). If the same position is not vacant,

the employee will be reinstated to a similar position, as determined by the Administration. A similar position, for purposes of this Article, shall be defined as a position for which the employee meets the minimum legal certification requirements and Board qualifications, and which is compensated at the same rate as the original position. If neither the same, nor similar position is available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement.

7. If special unpaid leave is caused by a serious physical and/or personal disability of the employee himself or herself, the Board shall continue to pay negotiated insurance premiums until the third monthly payment has been made after the beginning date of the unpaid leave, after which, the employee shall have rights to coverage as allowed under COBRA. If the employee is on Long Term Disability (LTD), the Board shall continue to pay health and medical benefits up to nine months.
8. Falsification of documents or failure to abide by a denial of request shall be just cause for discipline up to and including termination.

ARTICLE VII - SENIORITY

SECTION 1: PROBATIONARY PERIOD

- A. New employees hired into the bargaining unit shall be required to undergo a probationary period of one (1) calendar year from the date of hire. Upon satisfactory completion of the probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of the date of commencement of regular employment.
- B. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the evaluation, discipline, or termination of such probationary employee shall not be subject to the grievance procedure.
- C. Sick leave credit shall accrue during the probationary period.

SECTION 2: SENIORITY DEFINED

- A. Seniority shall be defined as an employee's length of continuous service as a regular employee of this Employer. Seniority shall commence on the date of commencement of regular employment.
 1. In the event two (2) or more employees begin work on the same day, these employees shall be placed on the seniority list in alphabetical order of their last names.
 2. The seniority of an employee on an authorized leave of absence shall be frozen for a period not to exceed one (1) school year.

3. Part-time regular employees shall accrue seniority on a prorated basis.
4. Seniority in the District shall include the time of service in the trainable mentally impaired program while the program was operated by the Niles and St. Joseph Schools.

SECTION 3: SENIORITY LISTS

- A. The Employer shall prepare and maintain seniority lists as defined in this Article. The initial seniority list(s) shall be prepared within thirty (30) days after the effective date of this Agreement, semi-annually thereafter in October and March, and copies shall be furnished to the Association President. The Association shall notify the Employer of any error within fifteen (15) days from and after receipt thereof.

SECTION 4: LOSS OF SENIORITY

- A. Seniority shall be lost if the employee:
 1. Voluntarily quits;
 2. Is discharged and the discharge is not reversed through the procedure set forth in the Agreement;
 3. Retires;
 4. Is laid off for a continuous period of time in excess of twelve (12) months;
 5. Fails to return to work upon the expiration of a leave of absence or extension thereof as herein provided or accepts full-time employment elsewhere while on authorized leave of absence; or
 6. Otherwise terminates his/her employment relationship with the Employer.

ARTICLE VIII — REDUCTION OF STAFF

SECTION 1: LAYOFF PROCEDURE

- A. For purposes of this Article employees under this Agreement shall be categorized as follows:
 1. Instructional: Employees who are assigned for the majority of their work day to a classroom program and/or teacher. This category would include the B.L.C. laundry aide, O.T. aide and the pool aide (the pool aide does not require a W.S.I.).
 2. Health Care: Employees who primarily have the responsibility for the health care needs of one or more students, and whose position requires certain legal

certification or license. Instructional paraprofessionals shall not be used to substitute for health care paraprofessionals unless they have the appropriate legal certification or license.

- B. If the Employer determines to reduce the work force, employees shall be laid off according to their seniority within their category (as defined in Section 1, A above). The employer will consider voluntary requests first. Written notice of layoff shall be made to the affected employees at least twenty (20) calendar days prior to the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least twenty (20) calendar days prior to the normal start of school.
- C. Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff or elimination of position shall have the right to bump into any position in which they have seniority as described in Section 1, A, of this Article and which is held by an employee with less seniority within that category. In no case shall a new employee be employed while there are laid off bargaining unit members who are qualified for a vacancy or newly created position.

SECTION 2: RECALL PROCEDURE

- A. Employees will be recalled in the inverse order of that specified in Section 1. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report to the Employer within fifteen (15) calendar days from the date of first notice by the Post Office of Notice of Recall, he/she shall be considered as quit.

ARTICLE IX — VACANCIES AND TRANSFERS

SECTION 1: VACANCY DEFINED

- A. A vacancy shall be defined as any position subject to this Agreement, either a newly created position or a present one that remains open after all internal transfers have been finalized.
 - 1. Posting. All vacancies shall be posted for five (5) workdays in all RESA buildings. Vacancies may also be posted externally. All candidates shall be given equal consideration.
 - a. Interested employees must apply in writing to their immediate supervisor for the posted vacancy during the posting period. The vacancy will not be filled prior to the end of the posting period.
 - b. The Employer shall notify the three Association officers in writing to their home address of vacancies occurring during the summer months. The Association officers will provide the Director with their names, addresses and phone numbers prior to the end of the school year.

SECTION 2: TRANSFERS DEFINED

Transfers shall be of two types: VOLUNTARY and INVOLUNTARY

- A. A VOLUNTARY transfer is a reassignment to a same or similar position to which the employee has either requested, or to which the employee agrees. No employee may request a VOLUNTARY transfer more than once in a school year. However, he/she shall not be disqualified from accepting transfers in the future.
- B. An INVOLUNTARY transfer is a reassignment to a same or similar position for which the employee has neither requested, nor agreed. Notice of INVOLUNTARY transfer shall be given in writing to the employee and to the Association. The employee shall have the right to request to return to his/her former same position, if available, or a similar position for which the employee is deemed qualified by the Board. Such request shall be submitted in writing to the building principal by the 30th working day after the INVOLUNTARY transfer. Reassignment to the employee's same or similar position shall be considered by the supervisor and a response shall be given to the employee no later than the 40th working day. Every effort will be made by the supervisor to accommodate the employee's request for reassignment, including, by way of example: requesting volunteers to "switch" assignments; incorporating requests into next year's transfer process; consideration on a priority basis for filling vacancies, if qualified.
- C. Employees who are transferred into a position within a different category (as per Article 8) shall be subject to the probationary period in the new category. If the employee's performance is not satisfactory during probation, he/she may be returned to his/her former job without loss of seniority.
- D. Employees transferred to a different category within this Agreement shall be paid at the negotiated rate for that category.

ARTICLE X — GRIEVANCE PROCEDURE

SECTION 1:

A grievance shall be defined as an alleged misapplication or misinterpretation of this Master Agreement or an action that violates the specific terms of this Agreement.

SECTION 2: FIRST STEP (Informal)

A staff member who believes he/she has a grievance shall first discuss the matter with his/her Supervisor personally or accompanied by the Association representative within ten (10) school days after the occurrence of the event upon which the grievance is based. If a grievant could not have known these facts, such time limit is adjusted accordingly. The Supervisor must be made aware that the discussion involves a potential grievance. It shall be the objective of both parties to resolve the matter in this informal manner.

SECTION 3: SECOND STEP (Assistant Superintendent)

Those grievances which have not been resolved informally in the first step shall be submitted in writing by the Association and/or staff member to the Assistant Superintendent for Administrative Services within ten (10) school days after the meeting with the Supervisor in the 1st step. A copy of the grievance shall go to the Superintendent. The Assistant Superintendent for Administrative Services shall schedule a conference with the grievant and an Association representative within ten (10) school days after receipt of the grievance. Within ten (10) school days after the conference, the Assistant Superintendent for Administrative Services shall respond in writing to the grieving party with his/her disposition of the grievance.

SECTION 4: THIRD STEP (Mediation)

If the disposition of the grievance by the Assistant Superintendent for Administration Services is not satisfactory, the grievant shall have ten (10) school days from receipt of the Assistant Superintendent's disposition, to appeal the grievance to mediation by submitting a request to the Michigan Employment Relations Commission (MERC) with a copy to the Assistant Superintendent for Administrative Services. Such mediation shall be non-binding on either party and the Board shall incur no cost for any of the expenses incurred by the Mediator. By mutual agreement of both parties, the 3rd (mediation) step may be waived and the grievance may go from the 2nd step directly to the Board level step.

SECTION 5: FOURTH STEP (Board)

If the recommended disposition of the grievance through mediation is not satisfactory, the grievant shall have ten (10) school days from the conclusion of the mediation session (or 3rd step if mediation is waived by mutual agreement) to appeal the grievance to the Board of Education. Within thirty (30) school days of the receipt of this appeal, the Board of Education shall hold a hearing of the matter and within ten (10) school days thereafter forward their disposition of the grievance in writing to the grievant.

SECTION 6: TIME LIMITS

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. Failure of the employer to respond within the prescribed time limits shall automatically cause the grievance to be appealed to the next step.

SECTION 7: The presentation and discussions of grievances provided for in this Article shall take place at times which will not interfere with regular assigned duties.

SECTION 8: In the event grievances filed under this Article are not satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

ARTICLE XI — EVALUATION

SECTION 1: Each employee who has been employed for at least three (3) consecutive years shall be evaluated at least once during every three (3) year period by the immediate supervisor. New employees shall be evaluated at least annually during their first two years of employment. The Administration reserves the right to evaluate any employee more frequently. Evaluations will be placed in the employee's personnel file.

SECTION 2: Each bargaining unit member shall be notified of the basis upon which he/she will be evaluated. Evaluations may include personal observation by the immediate supervisor, as well as appropriately investigated input to the supervisor from other professionals, administrators, parents, and others who would have had professional interaction with the employee.

All evaluations shall be reduced to writing and a copy given to the bargaining unit member at least 48 hours prior to the evaluation conference.

SECTION 3: If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.

SECTION 4: In the event the Employer uses an evaluation form for the evaluation of a bargaining unit member, different from the one in use as of the date of this contract, the structure and the content of such revised form will be discussed with the Association.

ARTICLE XII — PERSONNEL RECORDS

SECTION 1: Each employee shall have the right, upon request, to review the contents of his/her own personnel file, except confidential matters such as placement credentials, employee references supplied to an employer that would reveal the identity of the person making the reference, materials which disclose an employer's staff planning regarding more than one employee, medical reports and records if available from other sources, all other information not required for disclosure in the Bullard-Plowecki Employee Right to Know Act of 1978.

SECTION 2: No material originating in the District after original employment, which reflects adversely on the employee's work record, shall be placed in his personnel file unless the employee has been furnished an opportunity to review such material. The employee may submit a written response to such adverse material and the same shall be attached to the file copy in question.

SECTION 3: The employee will be informed of the date, time, and place for the personnel file review, which must be performed in the presence of an administrator.

SECTION 4: A representative of the Association may, at the employee's request, accompany the employee in this review.

ARTICLE XIII — DISCIPLINE

SECTION 1: No non-probationary employee shall be disciplined, which shall include written and/or oral warnings or reprimands, suspension, demotion and discharge, without just cause. Any employee, including probationary, shall be entitled to have present a representative of the Association when he/she is being disciplined, and the reasons for disciplinary action shall be made known to the employee. When a meeting is scheduled for the express purpose of disciplining an employee, the employee shall be informed of his/her right to Association representation.

ARTICLE XIV — INSURANCE

SECTION 1: During the term of this Agreement, except during any withholding of services, the Board shall purchase insurance coverage as follows:

A.S.R. Physicians Care POS 100 (\$-0- Deductible, \$20 office visit/\$50 ER visit co-pays)
Prescription card (\$10 generic/\$20 brand - retail & mail order)
Negotiated Life \$50,000
LTD @ 66-2/3%
Dental (100% basic services); (75% all other); (\$2,000 annual max.)
Vision (100% - \$500 per 2- year period)

Employees shall not be entitled to hospitalization coverage through the Board when substantially equivalent coverage is available through other employment or relative.

Employees who are not eligible for hospitalization coverage, or who choose not to take such coverage, may subscribe to the following option plan:

\$200 per month cash (TSA at employee option)
LTD
Life \$50,000
Plus options which may include Dental and Vision

Employees selecting this option plan must take the cash (or TSA), LTD, and Life. The Board will pay up to \$350 per month for this option plan. When both spouses are employed by the Board, they shall be entitled to full coverage in one of their names, the other spouse being then entitled for the option plan.

All employees will be able to elect to participate in the Sec. 125 Cafeteria Plan which shall include the medical reimbursement program.

It shall be the responsibility of the employee to be properly enrolled with the carrier. New employees shall be entitled to coverage when active service begins under this contract.

SECTION 2: For employees electing health coverage, the employee shall pay \$102 per month for the first ten (10) months in each school year.

SECTION 3: The Board shall purchase insurance coverage under this Article for each full time-staff member.

SECTION 4: The Board shall maintain insurance coverages provided in the Article from July 1 through June 30 for all eligible employees; provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to June 30, it shall be that employee's responsibility to so inform the Board so as to avoid unnecessary and redundant coverage. Any employee who has completed the entire school year, and, whose employment with the District terminates at the end of the school year, shall continue to receive insurance benefits under this Article through August 31 of the year in which their employment terminates.

SECTION 5: The surviving spouse and/or dependent children (as per the IRS definition) of a staff member who dies during the term of employment with the District shall receive all health and medical benefits (including dental and vision) which were in place at the time of death for one (1) calendar year. The spouse and/or dependent children of employees who were on the "B" plan would receive those benefits for one (1) calendar year.

The surviving spouse and/or dependent children of a staff member who dies during the term of employment with the District shall receive an amount equal to the number of unused sick leave days which were available for the staff member times 100% of their daily rate to a maximum of 90 days.

ARTICLE XV — GENERAL

SECTION 1: Year for year credit may, at the discretion of the Board, be given for appropriate experience outside the District as determined by the Board.

SECTION 2: Salary schedule adjustment based on experience shall be computed and applied once per year at the beginning of the contractual work year. Experience adjustments shall be computed in no smaller unit than a half step. To qualify for a half step increment, the employee shall have been continuously employed a minimum of eighty five (85) working days within the contractual work year (170 working days for full step). Unpaid leave days and days of work as a substitute shall not be counted as days of employment under this Section. Unpaid leaves break the "Continuity of Employment" for step increases on the salary schedule.

SECTION 3: NOTICES

Any written notice given pursuant to the Agreement shall be addressed and delivered as follows:

- A. Employer: Berrien Regional Education Service Agency
711 St. Joseph Avenue
Berrien Springs, MI 49103-1583

B. Association: Michigan Education Association
104 West Ferry Street
P O. Box 229
Berrien Springs, MI 49103

C. Employee: As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing. Any communication addressed to an employee at his/her last address on record with the Employer shall constitute legal notice to the employee of the contents of such communication.

SECTION 4: DUPLICATION OF AGREEMENT

The parties shall share equally the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the terms of this Agreement.

SECTION 5: VALIDITY OF AGREEMENT

If, during the life of this Agreement, any of the provisions contained herein are found to be invalid by operation of law by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

SECTION 6: ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the further enforcement of its terms and conditions.

SECTION 7: WAIVER CLAUSE

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 the 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 referred to, or covered in this Agreement, or 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.

SECTION 8: Staff members working full time (32½ hours per week) will receive fringe benefits in full. Employees working at least 20 hours per week (but less than full time) shall receive fringe benefits on a prorated basis. Employees working less than 20 hours per week will receive no fringe benefits.

SECTION 9: Reference in this Agreement to the term "Board" may also be interpreted to refer to the Superintendent or his/her designee.

SECTION 10: SUBSTITUTES

The Board will not use uncertified paraprofessional personnel as substitutes for teachers who are absent from work for any reason. For purposes of this Section, uncertified paraprofessional personnel will include those bargaining unit members who have neither a valid Michigan Teacher's Certificate nor a valid Substitute Teaching Permit. Paraprofessionals who hold valid Michigan Teaching Certificates or valid Substitute Teaching Permits and who are on the building substitute list shall be provided the first opportunity to sub for the teacher in their assigned classroom after the permanent substitute teachers have been assigned subject to the procedures outlined in "A" below. Certified paraprofessionals, when employed as substitute teachers, shall be paid at the professional salary schedule base rate. In addition, the paraprofessional assigned to sub for the school nurse shall be paid at the nurse rate whenever assigned to fill in for the school nurse. Appropriate credentials must be held to substitute for the nurse.

Procedures for implementing this Section shall be as follows:

- A. The Association shall develop, for each building by the tenth day of the school each year, a list of all paraprofessionals in their respective buildings who both meet the requirements for certification as defined in this Section and who are requesting to have the first opportunity (after assignment of the permanent substitute teachers in the building) to serve as the substitute teacher in their assigned classroom. This list shall be signed by the Association building representative and given to the building principal for verification. Upon verification of the credentials, the principal shall sign the list and provide the Association with a copy. No additions to the list will be made after it has been signed by both parties for the remainder of the school year. However, paraprofessionals who are on the list may be removed at their request. When a classroom has two (2) certified paraprofessionals who express an interest in subbing, the paraprofessional with the most seniority shall be on the building substitute list.

SECTION 11: The Board shall reimburse employee costs, less insurance coverage, for Rx glasses, hearing aids, or prosthetic devices damaged by student acts while engaging in the performance of his/her duties.

SECTION 12: The Employer shall adhere to the Berrien Regional Education Service Agency procedures for serious communicable diseases and be responsible for providing the necessary materials and training for its implementation.

SECTION 13: MEDICALLY FRAGILE STUDENTS

When staff are required to perform health-related services for students who are technology-dependent/medically fragile, the Administration will assure that appropriate training is provided and the employee's ability to perform these procedures is evaluated by a licensed health care provider.

Paraprofessionals shall not be required to administer medications without the appropriate training. It is also agreed that parent(s) of these students will be notified that these procedures may be performed by non-medical personnel who have been trained in the service. Direct communication will be provided between the bargaining unit member performing the school health services and the licensed health care provider. Furthermore, it is understood that all employees are covered under the District's liability policy and that the Administration will forward to the Association president a copy of the policy. The Administration also agrees to forward to the Association president a copy of any District liability policy changes which may be made at a future time.

SECTION 14: WELLNESS PROGRAMS

There may be a wellness committee comprised of three (3) administrators and one (1) employee chosen from and by the Association to recommend to the Board wellness program activities for employees. Upon the Board's acceptance of the committee's recommendation, schedule adjustments of non-instructional time shall be allowed for participation in approved programs.

SECTION 15: ANNUITY PLAN

The District shall participate in the West Michigan Benefits Consortium Section 403 (b) Tax-Sheltered Annuity Plan. The Board agrees that the following annuity vendors will be included in this Plan:

AIG/Valic	Ameriprise
Fidelity	Jackson National Life
The Legend Group	Life Insurance of SW Michigan
MEA-Financial Services	Midwest Capital Advisors
Plan Member	Waddell & Reed/Nationwide

SECTION 16: Paraprofessionals will have the same list containing essential medical information of students in their classroom as the teachers.

ARTICLE XVI — WORKING CONDITIONS

SECTION 1: SUMMER WORK

Bargaining unit work required in the summer shall be based upon the following (priority ranked):

- A. Current employment in that classroom, program and facility.
- B. Highest program seniority in that facility.
- C. Highest system seniority.
- D. All employees shall be given the opportunity to submit a letter of intent indicating an interest in working. Notice will be given which will specify the time lines for applying. If, after 5 days following the close of the application period openings still exist, the Employer may fill the positions(s) without further restriction.

- E. Summer work shall be deemed work in addition to the regular work year. Employees not hired during the summer shall **not** be eligible for Unemployment Compensation.
- F. Employees electing to work during the summer months are eligible to receive leave benefits which are beyond their control, such as sick leave, legal leave, etc. to a maximum of one (1) day per two-week block of work. Personal business leave may be granted with prior approval by the Director of Special Education. Up to four (4) days shall be allowed for funeral leave per Article VI, Section 1B.
- G. For extended-year classroom programs, employees shall be given the opportunity to initially choose extended-year employment in blocks of time which equal at least two (2) or more consecutive weeks. By way of example, a person may elect 2, 3, 4, 5, 6, etc., weeks. For the purposes of determining weekly blocks, weeks which contain 3, 4, or 5 work days shall count as a full week. Once an employee has made his/her initial selection of the block of time they choose to work, they may select thereafter, single week time periods if the single week is either the week during which the 4th of July is celebrated and/or is one of the last two (2) weeks of the extended year program. Employees shall be paid only for days actually worked.

SECTION 2: SCHOOL CLOSINGS

It is the employee's responsibility to listen to the radio for school closings.

ARTICLE XVII — COMPENSATION

SECTION 1: Hourly rates shall be as follows:

Step	2009/10	2010/11	2011/12
1-6 years	\$14.00	\$14.00	\$14.28
7 years +	\$16.34	\$16.34	\$16.67

SECTION 2: OVERTIME COMPENSATION

- A. Hours worked by an individual employee in excess of forty (40) hours per week shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- B. Hours worked on Saturdays, Sundays or holidays shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- C. Overtime work must be scheduled and authorized in advance by the Employer.
- D. Days required to be made up at the end of the school year will be paid at the regular rate if failure to make up those days would result in a loss of State Aid.

SECTION 3: PAID HOLIDAYS

Employees shall be entitled to six (6) paid holidays.

- Christmas Eve
- Christmas Day
- Day after Christmas
- New Years Eve
- New Years Day
- Day after New Years

Paid holidays shall only be on days when school is not in session.

ARTICLE XVIII — DURATION

This Agreement shall become effective retroactively as of the 1st day of July, 2009 (with the exception of the Insurance Benefits which will become effective October 1, 2009) and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 2012.

Either party may notify the other of its intention to renegotiate this Agreement in writing prior to April 1, 2012. Both parties agree to promptly begin to negotiate on or before April 15, following such notification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 16th day of September, 2009.

FOR THE ASSOCIATION:	FOR THE BOARD OF EDUCATION:
<i>Kristine Gersonde</i> President — Kris Gersonde	<i>Sharon Kalling</i> President — Sharon Kalling
<i>Michael Schroeder</i> MEA 5-C Chief Negotiator — Michael Schroeder	<i>Jeffrey Siegel</i> Superintendent — Jeffrey Siegel
	<i>Jim Palm</i> Chief Negotiator — Jim Palm

LETTER OF UNDERSTANDING
BETWEEN
BERRIEN REGIONAL EDUCATION SERVICE AGENCY
AND
BERRIEN COUNTY PARAPROFESSIONAL PERSONNEL ASSOCIATION

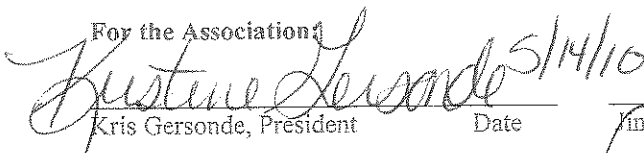
in order to comply with changes in the Michigan Administrative Rules both parties agree that the language contained in Article XVI - Working Conditions , Section 1 we hereby mutually agree that the following section shall read as follows:

Section 1 - Summer Work -MANDATED PROGRAMS/ EXTENDED-YEAR SERVICES

Bargaining unit work required in the summer shall be based upon the following (priority ranked:)

- A. 1) Rule Mandated Programs - Current employment in the classroom, program and facility.
2) Extended School Year Services - Staff with students from their assigned teacher's caseload are eligible for work based upon seniority. Then staff with students in the program they work in are eligible for work based upon seniority.
- B. Highest program seniority in that facility.
- C. Highest system seniority
- D. All employees shall be given the opportunity to submit a letter of intent indicating an interest in working. Notice will be given which will specify the time lines for applying. If, after 5 days following the close of the application period openings still exist, the Employee may fill the positions(s) without further restriction.
- E. Summer work shall be deemed work in addition to the regular work year. Employees not hired during the summer shall not be eligible for Unemployment Compensation.
- F. Employees electing to work during the summer months are eligible to receive leave benefits which are beyond their control, such as sick leave, legal leave, etc. to a maximum of one (1) day per two-week block of work. Personal business leave may be granted with prior approval by the Director of Special Education. Up to four (4) days shall be allowed for funeral leave per Article VI, Section 1B.
- G. For mandated programs/extended-year services, employees shall be given the opportunity to initially choose extended-year employment in blocks of time which equal at least two (2) or more consecutive weeks. By way of example, a person may elect 2,3,4,5,6,etc. Weeks. For the purposes of determining weekly blocks, weeks which contain 1- 5 work days shall count as a full week. Once an employee has made his/her initial selection of the block of time they choose to work, they may select thereafter, single week time periods if the single week is either the week during which the 4th of July is celebrated and/or is one of the last two (2) weeks of the extended year service/program. Employees shall be paid only for days actually worked.


For the Association:


Kris Gersonde, President Date 5/14/10

Debbie Benson, Vice President Date 5/14/10

For the Board:


Jim Palm, Assistant Superintendent Date 5/14/10


Stephanie Mack, Director of Special Ed. Date 5/14/10