

**AGREEMENT**

**between**

**CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT**

**and**

**CLARE-GLADWIN  
REGIONAL EDUCATION SERVICE DISTRICT  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**July 1, 2010-June 30, 2013**

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## AN AGREEMENT

This Agreement is entered into by and between the Board of Education of the Clare-Gladwin Regional Education Service District, Clare, Michigan, hereinafter called the "Board", and the Clare-Gladwin Educational Support Personnel Association, MEA/NEA, hereinafter termed the "Association".

### ARTICLE I Recognition

#### 1.1 Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all Administrative Assistants, Paraeducators, Food Service Coordinators, Custodians, Media Distribution Clerk and Technology Assistants.

#### **EXCLUDING:**

- A. Co-ops, student interns, temporary employees and confidential employees responsible to Superintendent (Executive Secretary to the Superintendent, Payroll Clerk).
- B. Probationary employees.
- C. Administrative Assistants/Paraeducators whose employment under Federal or State grants is training in nature or employees who have reimbursement and/or benefits determined by the granting agencies funding said program.
- D. Substitutes.

### ARTICLE II Board Rights

2.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.

- B. Assignment and direction of work to all 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.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees transfer employees, assign work or extra duties to employees (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.
- D. 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 on the work or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt rules and regulations.
- F. Determine the qualifications of employees.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions; buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution or work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices of 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 thereof are in conformance with the Constitution and laws of the State of Michigan and the

Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

With cause, the Board shall have the right in its discretion to require an employee to submit a physical or mental examination at Board expense by a licensed physician approved by the Board.

### **ARTICLE III Rights of the Association**

- 3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the Association shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. The Board will not discriminate against any member with respect to hours, wages, or any terms of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance complaint or proceedings under this Agreement.
- 3.2 The Association and its members will have the right to use school facilities at all reasonable hours, subject to approval by the Superintendent or designee and at the real cost to the District.
- 3.3 The Board agrees to furnish to the Association in response to reasonable requests under the FOIA and PERA all public information concerning the financial resources of the District. The sick leave register, without specific health information about the employees, shall be available to designated representatives of the Association. The Association shall pay for the cost of all materials, supplies and labor incidental in such requests.
- 3.4 The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the Clare-Gladwin RESD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee's request.
- 3.5 The employee may have the right of representation during an investigative meeting that may lead to discipline and in a case of discipline or reprimand the employee shall have the right of representation. In the event the employee wishes to have representation, no further action shall be taken until the representative is present. However, if the employer reasonably believes that the employee is a danger to him/herself, to other employees or students, or may cause physical damage to the employer's property immediate action may be taken without waiting until an Association representative can be present.

- 3.6 At the beginning of each school year, the Association shall be credited with eight (8) hours to be used by employees who are officers or agents of the Association; such use to be at the discretion of the Association. Any unused Association hours shall accumulate from year to year without limitation. As per Section 71 of the Retirement Act (MCL, 38.1371), the Association will reimburse the District for the MPSERS amount for these hours.
- 3.7 The Association President shall be provided with written or email notification of any new hires and/or any changes of employment status of any bargaining unit member within five (5) days of occurrence.

#### **ARTICLE IV Conditions of Employment**

- 4.1 Probation: A probationary period of sixty (60) working days will be served by all new employees. Probationary employees will not have any rights under this Agreement until completion of the probationary period.
- 4.2 An IDP (Individualized Development Plan) will be completed for each new employee by the end of the first thirty-five (35) working days, signed by the immediate supervisor and the employee, and filed with the superintendent/personnel office.
- 4.3 At the time of employment, the superintendent or supervisor shall evaluate the applicant's previous work experience and training for placement on the salary schedule. Experience credit for newly hired personnel may be granted with superintendent's approval for placement up to step 3 on the salary schedule in the classification for which he/she is hired
- 4.4 All employees must complete eight (8) months of experience as a prerequisite to advancement on the wage schedule, beginning from the first (1<sup>st</sup>) day the employee reports for work as a regular employee in a vacant position subject to Superintendent approval of the hiring. (July 1 advancement date)

#### **ARTICLE V Work Duration**

- 5.1 The workday shall be determined by the educational program a Paraeducator is assigned to. Employees working less than twenty (20) hours per week are considered part time personnel and not eligible for benefits (i.e., thirteen percent [13%] of wages for benefits, vacation, personal business days), but will be eligible for sick days.
- 5.2 When prior approval has been granted by the supervisor for overtime work, time and one-half will be paid for time worked beyond 40 hours per week, or compensatory time off will be scheduled at a mutually agreed upon time. An

employee shall not be required to work overtime that has not had prior approval by the supervisor, nor shall an employee work additional hours beyond those scheduled without prior approval by the supervisor.

- 5.3 The work day shall include a relief period of 15 minutes in the morning and 15 minutes in the afternoon to be used on a daily basis and cannot be accumulated. A duty-free one-half (1/2) hour lunch period may be adjusted for the convenience of the building. (This does not apply to Paraeducators who are assigned to be with students at all times.) The custodians shall receive relief and lunch periods consistent with the Administrative Assistants, except that such breaks shall be at the corresponding time during the Custodian's shift.
- 5.4 Members of the Association shall be paid for every hour over their scheduled hours to a maximum of 40 hours per week. Special Olympics and evening programs are voluntary and solely at the option of the employee.
- 5.5 The Board shall not reduce any of the current bargaining unit positions to less than twenty (20) hours per week for the purpose of reducing benefits. However, the Board supports the philosophy of considering new part-time positions be added to existing less than twenty (20) hours positions, provided the bargaining unit member is qualified to fill the position requirements and responsibilities within the classification. The filling of any position is the sole responsibility of the Board.
- 5.6 Summer S.C.I. Paraeducators will not be impacted by the twenty (20) hour per week requirement for benefit eligibility due to reduced summer hours.
- 5.7 Refer to Appendix B.

On Professional Development Days, Paraeducators will be compensated for the hours that they work. The hours to be worked will be determined by administration.

Paraeducators Class I (12 month employees) who were employed by the RESD as of September 1, 2005 will be assured an additional 25 hours of work per year above the assigned time above. This time will be scheduled at the discretion of the administration, but every effort will be made to have the time mutually agreeable with the employee and management. (The additional 25 hours will not be assigned to an employee if that would make the employee exceed 1,437.5 hours in the year, but only the hours up to 1,437.5 hours would be assigned.) This guarantee is made only for the seven Paraeducators Class I (12 month) that were employed by the RESD as of September 1, 2005. Once one of the seven leave employment of the RESD, this 25 hour assurance will not be in effect for the replacement or new employee if district decides to fill the vacancy.

It is understood that the employees specified within the above-mentioned paragraph are grandfathered as such. Said Association members are listed in Appendix A.

**ARTICLE VI**  
**Reimbursement (Holidays & Vacations)**

- 6.1 Salaries of Administrative Assistants, Paraeducators, Food Service Coordinators, Custodians, Media Distribution Clerk and Technology Assistants are set forth in the attached schedules which are incorporated in this document.
- 6.2 Rates of pay, vacation, holidays and fringes shown on the schedule are based upon full time employment in the specified positions.
- 6.3 Employees shall receive paid holidays according to the following schedule of hours worked (not including holidays) during the school year and summer school combined:

1300 hours or less	1301-1900 hours	1901 hours or more
New Year's Eve Day	New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day	New Year's Day
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
Labor Day	Labor Day	July 4
Thanksgiving Day	Thanksgiving Day	Labor Day
Day after Thanksgiving	Day after Thanksgiving	Thanksgiving
Christmas Eve	Christmas Eve	Day after Thanksgiving
Christmas Day	Christmas Day	Christmas Eve
	Day after Christmas	Christmas Day
		Day after Christmas

- 6.4 Each bargaining unit member working more than 1300 hours per year (not including holidays) shall be eligible for paid vacation days following one full year (12 months) of employment according to the following schedule:

1900 hours or Less	1901 Hours or More
5 days after the completion of 1 year	5 days after the completion of 1 year
6 days after the completion of 2 years	8 days after the completion of 2 yrs.
7 days after the completion of 3 years	10 days after the completion of 3 yrs.
8 days after the completion of 4 years	11 days after the completion of 4 yrs.
9 days after the completion of 5 years	12 days after the completion of 5 yrs.
10 days after the completion of 6 years	13 days after the completion of 6 yrs.
11 days after the completion of 7 years	14 days after the completion of 7 yrs.
12 days after the completion of 8 years	15 days after the completion of 8 yrs.
13 days after the completion of 9 years	16 days after the completion of 9 yrs.

- 6.5 An employee who resigns or otherwise severs employment with the Board during the school year shall receive any unused vacation pay allowance but shall not be entitled to any payment for days which would have been earned had he/she



completed an additional year of service. This provision is also in effect when employees are laid off or discharged.

- 6.6 Vacations may be split into one or more weeks, a day at a time, or half days and at a time chosen by the employee with the approval of the immediate supervisor. (Twelve month Paraeducators do not take half days off.) Paraeducators who earn vacation may take no more than half of their vacation time on days when they are not scheduled to work.
- 6.7 Vacation will be awarded on the employee's anniversary date of employment and must be used prior to the employee's anniversary date in the following year. Vacation time may not be accumulated or carried forward from year to year.
- 6.8 Current Paraeducators who qualify for vacations will maintain such days. Those existing bargaining unit members who transfer into a position that qualifies for vacations shall be eligible to take such vacations.
- 6.9 The Board believes that career growth is a joint responsibility of employee and employer and expects the employee to pay his/her own membership dues in organizations designed to enhance his/her career. (The Board does agree to pay reasonable conference expenses including travel, registration, food and lodging for conferences attended with prior approval of the employee's supervisor.)

## **ARTICLE VII**

### **Sick Leave, Bereavement, Personal Business**

- 7.1 Members of the bargaining unit shall be credited with their accumulated sick leave days. Association members absent from duties on account of personal illness shall be allowed full pay for a total of one working day per month worked (full 12 month employees will earn twelve (12) sick days in one (1) fiscal year).

At the beginning of the school year each 1300 hours or less, 1301-1900 hours and 1901 hours or more employee shall be given two (2) sick days in the first month of the contract for a total of one sick day per month plus one additional day per year. Employees using sick days prior to their accrual shall not have their pay reduced unless they cannot accumulate that number of days in the remainder of the year, or they are to be separated from the District. Administrative office employees shall call in sick days prior to 7:00 a.m. Area School and Early Childhood Special Education employees shall call in prior to 7:00 a.m. The maximum accumulated sick leave shall be 120 days. An individual's personal sick days may be taken by an employee for the following reasons and subject to the following conditions:

- A. **Personal Illness or Disability** - The employee may use all or any portion of his/her leave to recover from his/her own illness or disability. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.

- B. A maximum of three (3) working days per instance for illness in the immediate family (spouse, mother, father, or children). Employees shall complete the absentee register form.
  - C. Medical or Nursing Care - The employee may take up to two (2) days, if necessary, to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father or children.
  - D. Additional days may be granted at the discretion of the superintendent.
- 7.2 The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- 7.3 Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the first six (6) months. Before any employee may return to work, he/she must have written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.
- 7.4 Bereavement days shall not be charged to the employee's sick leave.
- A. Death in the Immediate Family - The employee may take a maximum of three (3) days per death. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children and their spouses, father and mother-in-law.
  - B. Death in Extended Family-The employee may take a maximum of one day per death. Extended family shall be interpreted as stepchildren, brother-in-law, sister-in-law, grandchildren, and grandparents.
  - C. Upon request to the Superintendent, an additional five (5) days may be granted, chargeable to sick leave for bereavement.
  - D. Other Deaths - The employee may take one (1) day per death to attend the funeral of any person. For the duration of this agreement, said day shall be charged as an employee personal sick day, personal day or vacation day.
- 7.5 A maximum of three (3) working days per work year not deducted from sick leave for conduct of necessary business which shall be requested using the personal business day memo; and
- A. Written application will be made by the employee forty- eight (48) hours in advance of requesting a Personal Business Day to the Area School Principal or Supervisor. No more than four (4) employees from the Area School may use a Personal Business Day on the same day. Determination of the four (4) who will be granted the leave will be based on first submitted applications to the Area School Principal. Applications may be

made beginning July 1 of the school year that the request is for. Under extreme emergency, the application may be made immediately to the Area School Principal or Supervisor verbally.

- B. Employees hired during the school year (after the beginning date of school in the fall) shall receive these days on a prorated basis for the remainder of their first contract year.
- C. Unused personal days may be converted into sick days.

### ARTICLE VIII Leaves

8.1 Employees who have completed their probationary period shall be eligible for leave.

8.2.A Family Medical Leave: An employee that has worked for the district for a period of at least twelve hundred fifty (1,250) hours during a twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of paid/unpaid leave (provided it has been at least (12) months since the last such leave) that are not intermittent, unless agreed upon by the employer, for one of the following reasons:

- A. The birth of a child and to care for a newborn child
- B. The placement of an adopted or foster child with the employee.
- C. The care of a spouse, child or parent, if such individual has a serious health condition.
- D. A serious health condition of the staff member that disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury impairment, physical or mental condition that involves inpatient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.)
- E. Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- F. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

8.2.B When Family Medical Leave is to care for an injured or ill military service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the military service member who has a serious illness or injury incurred in the line of duty for which he/she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Leave to care for an injured or ill military service member, when

combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

- 8.3 Medical certification(s) may be required by the board to support the need for leave due to a serious health condition.
- 8.4 An employee requesting an approved leave of absence outlined in Paragraph 8.2 above shall be required to use all accrued paid leave time such as sick leave, personal leave, vacation and comp time in conjunction with the family medical leave.
- 8.5 A thirty (30) day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.
- 8.6 An employee returning to work from a leave described in Paragraph 8.2 above shall be restored to his/her former position or to one that is equivalent in the responsibility and compensation. During a family medical leave, the board shall maintain the employee's current coverage under the district's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly.
- 8.7 Should the employee elect not to return to work at the end of an approved leave outlined in Paragraph 8.2 above for reasons other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the district may seek reimbursement for the health premium paid by the district during the leave period.
- 8.8 The employee shall not accrue any sick leave, personal leave or vacation, during any unpaid portion of leave under the Family Medical Leave Act.
- 8.9 Additional Leave without pay may be granted for the following purposes:
  - A. Personal leave
  - B. Educational leave
  - C. Professional obligations
- 8.10 All leaves may be extended by the Board upon written request.
- 8.11 All leaves shall be requested at least thirty (30) days in advance except in cases of emergency at the superintendent's discretion. Employees may terminate their leaves by notification not less than two (2) working days prior to the date upon which they intend to return to work.
- 8.12 Application for leave shall specify the following:
  - A. Date leave is to commence, length of leave, and the specific date the leave is to end.
  - B. Type of leave requested

- C. Facts pertinent to request for leave
- D. Signature

- 8.13 An employee returning from leave, other than Family Medical Leave, shall be placed in his/her prior position when possible or a comparable position not at a lesser rate of pay.
- 8.14 A member's anniversary date is the date when the member joined the Association. As of July 1, 2008, all unpaid leave days or lost time days will result in an adjusted anniversary date. Vacation days and longevity pay shall be awarded upon reaching the new adjusted anniversary date. The first five (5) unpaid/lost time days per year will not cause the anniversary date to be changed.
- 8.15 A member's seniority shall freeze and not accrue while on an unpaid leave of absence.
- 8.16 In the event a member is on a leave of absence due to a work related injury or under the Family Medical Leave Act his/her seniority shall continue to accrue.

#### **ARTICLE IX Act of God Days**

- 9.1 In the event the administrative office is closed due to an Act of God day, all employees, (including all Administrative Assistants assigned outside the administrative office) will not report for work and will be paid regular wages for that day.
- 9.2 In the event the Area School or any Early Childhood Special Education program classroom is closed due to an Act of God day, employees assigned to those programs will not report to work and will be paid their regular wages for that day provided such day will not be rescheduled. Employees required to work on any rescheduled Act of God day will not be paid for the day of the school closing, but will be paid for working on the rescheduled day.

#### **ARTICLE X Protection of Employee**

- 10.1 If any legal action is brought against a member of the Association by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will provide upon request of the employee, consider providing assistance to the employee in her/his defense as is permitted under the Michigan Revised School Code.
- 10.2 No derogatory material originating after the initial employment shall be placed in a bargaining unit member's personal record unless he/she has had an opportunity to review said material. If the bargaining unit member is requested to sign

material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content. Employee may attach a response to the derogatory material.

- 10.3 Upon request an employee shall have the right to review their own personnel file. At the employee's option they may bring a representative to view the file.
- 10.4 The Board shall reimburse employees for loss, damage, or destruction of clothing through performance of duty while on duty, not to exceed \$120.00 per year per individual employee. Employees shall fill out appropriate loss-damage forms as soon as practical after the incident, and before the end of the next workday.
- 10.5 No employee shall be left in buildings alone with students.

## **ARTICLE XI**

### **Work Designations and Evaluations**

- 11.1 A written job description shall be given to each employee by the immediate supervisor upon being hired. When an employee's job description is revised, the District will provide the employee with a copy of the revised job description.
- 11.2 Effort will be made by the supervisor to standardize and equalize work assignments.
- 11.3 Employees will be expected to be cooperative in times of special urgency.
- 11.4 A telephone is to be available to bargaining unit members at all regular and off-campus job sites for effective job performance and safety purposes.
- 11.5 Employees shall be evaluated at least once every other year as a means of providing information to employees concerning their performance.
  - A. The purpose of an evaluation is to improve employee performance, recognize individual strengths, provide constructive feedback and establish employee accountability.
  - B. At the beginning of the evaluation process the immediate supervisor shall meet with the bargaining unit members to share and discuss the evaluation instrument and establish timelines for observations.

When appropriate, the supervisor may solicit input from the classroom teacher in whose classroom a Paraeducator is assigned or other administrators who work with the bargaining unit member. The classroom teacher shall not be responsible for doing the evaluation

- C. If the evaluation includes any areas marked as needing improvement the supervisor is accountable to provide tools (timelines, specific goals and expectations) as well as support and assist the bargaining unit member to make such improvements through scheduled meetings.
- D. Evaluations for school-year employees must be completed no later than May 31. For twelve-month employees, evaluations must be completed no later than June 30.
- E. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file within thirty (30) calendar days.
- F. The evaluation tool used shall be consistent within each classification. It is agreed that performance evaluations will not be used as a form of discipline. However, the evaluation may be used as documentation of performance when considering dismissal of an employee.
- G. The content of an evaluation may not be the subject of a grievance.

## **ARTICLE XII**

### **Reduction of Staff**

- 12.1 All reductions in staff shall be made on the basis of seniority within job classifications, (i.e., Administrative Assistants, Paraeducators, Media Distribution Clerk, Food Service Coordinators, Technology Assistants, and Custodians). For the Paraeducators: reduction will be based on Appendix B, which will start in the category, (i.e. Regular School Year and Summer School (12-month) Paraeducators working 7 hours per day, Regular School Year and Summer School (12-month) Paraeducators working 6.5 hours per day, Regular School Year Paraeducators (9-month) working 6.75 hours per day, Regular School Year Paraeducators (9-month) working 6.5 hours per day, Regular School Year Paraeducators working 15 minutes beyond the Scheduled Student Day). The lowest seniority in the category will be reduced. Bumping will be based on months first, then hours per day based on seniority.

The Board shall provide each employee notice twenty (20) calendar days prior to the effective date of layoff, except in the event of circumstances where the Board did not have knowledge of the need to reduce staff twenty (20) days in advance or when there is an employee work stoppage.

- 12.2 Recall shall be in the inverse order of reduction, within the affected classification, to a vacancy in that classification. Employees laid off retain seniority rights and will be maintained on a recall list for a period of three (3) years. It shall be the responsibility of the employee to notify the Board of any change in address. Notice of recall shall be sent by certified mail to the employee's last known

address. The Board will not be liable for undeliverable mail. A member's seniority shall freeze and not accrue while on layoff.

- 12.3 Once an employee is notified they must notify the Board of their intent to return to work within five (5) days of receipt of letter or they will be considered a voluntary quit. In the event the district receives notification from the post office that the certified letter is undeliverable, the district shall wait the same five days from said notice before considering the employee a voluntary quit.
- 12.4 Seniority shall be determined by the length of the bargaining unit member's service within the Association.

The bargaining unit members employed at the Clare-Gladwin RESD prior to the date of this Agreement, shall have their seniority remain at the level calculated as of June 30, 2008. As of July 1, 2008, all bargaining unit members shall have their seniority calculated based on the actual number of years he/she has been a member of the bargaining unit.

Administration will publish the seniority list by September 1 of each school year and send it to the President of the Association and to all bargaining unit members. The President and all bargaining unit members will have 30 days after receipt of the seniority list in which to review the list and suggest corrections. After those thirty days, the list becomes valid. The only times the list will be updated thereafter will be when cross-classification transfers occur and in cases of reductions in personnel.

- 12.5 Effective October 20, 2010, in the event two or more persons have the same date of hire and complete the probationary period on the same date, the position on the seniority list shall be determined by lottery.
- 12.6 When switching classifications, bargaining unit members maintain their seniority.

### **ARTICLE XIII** **Discharge/Demotion**

- 13.1 No employee shall be disciplined, reprimanded, discharged, or demoted without just cause or due process.
- 13.2 In the event any member of the Association is reprimanded, suspended or discharged and believes he/she had been unjustly dealt with, such reprimand, suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.



**ARTICLE XIV**  
**Vacancies and Promotions**

14.1 Whenever any vacancy within the Association's bargaining unit shall occur, the superintendent shall publicize the same by giving written notice to the President of the Association and posting. Currently employed personnel shall be given consideration in appointments to bargaining unit vacancies. No vacancies or newly created positions shall be filled until such vacancy has been posted for at least five (5) working days. In case of emergency such positions may be filled on a temporary basis.

All Paraeducator job postings shall clearly identify the job site and the hours per day. Every effort will be made to indicate on the posting whether the position is a nine or twelve-month position however it is understood that in some instances the determination is ultimately a decision made at a student's IEP.

14.2 Any temporary position that is found to exceed thirty (30) consecutive days, if by agreement of administration and Association, shall be considered a permanent position and posted as a new job as in 14.1 above.

14.3 Any member of the Association may apply for such vacancy. In filling such vacancy, the administration agrees to give due consideration to the background, attainments, and skills of all applicants, the length of time each has been in the school district, and other pertinent facts. The administration declares its support of a policy of promotions from within its own Association members, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean continuous employment within the District. All members of the Association are encouraged to train and prepare for promotional opportunities.

Vacancies shall be filled according to the following:

- A. Positions shall first be filled by a qualified employee applying for the position with the most seniority within the classification (lateral transfer).
- B. When there is no applicant within the classification, qualified applicants (as determined by the posted qualifications), from other classifications shall be considered before the position is filled outside of the bargaining unit.
- C. When two or more equally qualified employees from other classifications apply for the vacancy, the employee with the most district seniority shall be granted the position.

14.4 Any successive position vacated as a result of compliance with this Article shall also be considered a vacancy, and shall be subject to the posting requirements as therein provided.

- 14.5 Any employee challenging appointment on the basis of qualifications shall be given a written reply indicating the criteria used for selection.

## **ARTICLE XV Grievance Procedure**

- 15.1 A grievance shall be an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement. Duplicate grievances on the same issue shall be held in abeyance by agreement of the parties pending resolution of a lead case.

Representatives for grievance processing shall be selected as follows:

- A. The Association shall designate representatives to handle grievances.
  - B. The Board designates the supervisor of employees and the superintendent or his/her designated representative to act at Level Three as hereinafter described.
  - C. Either party may change its representatives by written notice to the other.
- 15.2 The term "days" shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday and legal holidays.
- A. Must be signed by the Association or grievant.
  - B. Must be specific concerning:
    - 1. The section or subsection of the contract alleged to have been violated.
    - 2. The date of the alleged violation.
    - 3. The facts giving rise to the alleged violation.
    - 4. The relief requested.
- 15.3 Any Employee or Association grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or Association as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under the Agreement.

15.4 Level One

- A. An employee or the Association alleging a violation of the express provisions of this contract, shall orally discuss the grievance with the immediate supervisor, with an Association representative present if the employee so requests, in an attempt to resolve the grievance.
- B. If no resolution is obtained within ten (10) days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of the oral discussion prescribed in 15.4 to Level Two.

15.5 Level Two

- A. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant and the Association President or his/her designee in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association and to the grievant. If the Association is not satisfied with the disposition of the grievance at Level Two, the grievant shall within ten (10) days submit the grievance to the superintendent or his/her designee.

15.6 Level Three

- A. An original copy of the written grievance shall be filed with the superintendent or his/her designated agent. Within ten (10) days of receipt of the written grievance, the superintendent (or his/her designated agent), shall arrange a meeting with the grievant and/or the Association grievance representative at the grievant's option, to discuss the grievance.
- B. Within ten (10) days of this meeting, the superintendent (or his/her designated agent) shall render his/her decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Association, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in the superintendent's office.

15.7 Level Four

If the decision of the superintendent is unsatisfactory to the Association, the Association shall, within ten (10) days of receipt of the superintendent's response, notify the Board of its intent to submit the dispute to the MERC for binding arbitration. The arbitrator shall be selected according to the appropriate MERC rules.

- A. The Arbitrator shall have no power to:
  - 1. Amend, modify, or otherwise change any provision of this Agreement.

2. Establish, amend, or modify, any wage schedule or fringe benefit provided under this Agreement.
  - B. The cost of arbitration shall be borne equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation. If a duplicate grievance is filed while a lead grievance is in progress the filing cost shall be borne by the carrying party.
  - C. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Board, and the Association.
- 15.8 Should the Administration or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.
- 15.9 Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- 15.10 Notwithstanding the expiration of this Agreement, any claim or grievance filed while the contract is still in effect shall be processed through the grievance procedure until resolution.

#### **ARTICLE XVI Letter of Resignation**

- 16.1 Members who wish to discontinue employment shall file a letter of resignation with the superintendent ten (10) working days prior to the effective date. Exceptions may be considered.

#### **ARTICLE XVII Jury Duty**

- 17.1 An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses for each days juror's services).
- 17.2 The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year. In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty and the amount paid for jury duty on the days for which

he/she claims such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

### **ARTICLE XVIII**

#### **Negotiations**

- 18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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.

### **ARTICLE XIX**

#### **Mileage**

- 19.1 Mileage authorized in connection with the performance of the employee's assigned job duties, other than getting to and from work, shall be reimbursed at the IRS rate.

### **ARTICLE XX**

#### **Legality**

- 20.1 Any provision of this Agreement contrary to law is null and void and shall not affect the legality of the remainder of this contract.

### **ARTICLE XXI**

#### **Work Classifications**

##### **Paraeducators**

Paraeducators "shall be qualified under requirements established by their respective intermediate school district plan. Paraeducators include, but not limited to teacher aides, health care aides, bilingual aides, instructional aides, and program assistants in

programs for students with cognitive impairment or severe multiple impairments.” (Rule 340.1793).

Paraeducators may be assigned to any CGRES D program which has related instructional duties and under the meaningful and direct supervision of a certified teacher and/or administrator. Paraeducators will be engaged in complementing, supplementing, or reinforcing behavior or training that enhances the effectiveness of instruction. Paraeducators may be assigned to specific student(s) per an IEP (Individualized Educational Program) which could be the Mi.C.I., Mo.C.I., S.C.I. or Early Childhood Special Education programs, or to a classroom.

## **ARTICLE XXII**

### **Membership, Dues, Financial Responsibility Fees and Payroll Deduction**

- 22.1 Any member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association (local, State and National). The Association shall certify to the Board, in writing, the amount of said Dues, Assessments, and Contributions. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the CGESP/MEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and contributions from the first regular salary check of the member each month for ten (10) months, beginning in September and ending in June of each year. Any member who shall not perform services for any entire month of the school year (September through June) shall have his/her dues reduced by one-tenth (1/10<sup>th</sup>) of the yearly dues for each entire month he/she did not work except where the failure to perform services during any month was the result of the member taking any paid leave of absence or sick leave provided for in this Agreement.
- 22.2 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the Board shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- 22.3 The procedure in all cases of nonpayment of the service fee shall be as follows:

- A. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- B. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 22.2 above.
- C. The Board upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the questions of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
- D. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

22.4 Pursuant to Chicago Teachers Union v Hudson 106 S CT 1066 (1986), the Association has established a policy regarding "Objections to Political Ideological Expenditures - Administrative Procedures." That policy and the administrative procedures (including the timetable for payment) pursuant thereto apply only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

22.5 Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.

22.6 The following members of the bargaining unit shall be exempt from compliance with Sections 22.1 and 22.2 of the Article:

A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organization shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues,

service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Donation shall be made to one of such charitable organizations as mutually designated by the District and the Association.

22.7 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- B. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
- C. The Association has the right to choose the legal counsel to defend any such suit or action. The Board shall be advised of the name(s) of said legal counsel.
- D. The Association shall have the right to compromise or settle any claim made against the Board under this section provided that such is done at the sole expense of the Association. The Board shall be advised, in advance, of any proposed compromise or settlement.

22.8 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for dues, assessments, contributions, or financial responsibility service fees, the Board agrees promptly to disburse said sum to the Association.

22.9 The Association shall indemnify and save the Employer harmless and forever release the Employer, including the Board of Education, its Officers and Agents, on behalf of itself, its successors, agents, and assigns, from any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or arising out of an action, or non-action, in reliance upon this Article. The provisions of any State, Federal, Local Laws or statute which provide that such indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby waived.



## ARTICLE XXIII

### Work Days

#### **Paraeducators:**

Paraeducators shall work the number of days as determined by the program calendar. An additional three (3) days of in-service will be scheduled.

## ARTICLE XXIV

### Compensation Schedule

24.1.A Longevity - After the completion of nine (9) years of employment as a bargaining unit member with the Clare-Gladwin Regional Education Service District, and each completed year of service thereafter, employees shall receive a longevity payment. Such payment shall be paid in one lump sum amount included in the first regular pay check following the employee's anniversary date of employment and will be reported on the pay stub under miscellaneous. Employees resigning or otherwise severing employment shall be entitled to a prorated portion of the following year's longevity stipend. The amount of longevity shall be \$600.00.

24.1.B. In regards to days where the term "day" is used and it corresponds to compensation that day will equal the number of hours an employee works during the regular school year. Paraeducators (12) month will no longer have an "average" number of hours associated with days off.

Example: if you currently work 6.5 hours per day, your sick, vacation and personal time will be paid at 6.5 hours per day. If 8 hours you get 8 hours. If 7 hours, you get 7 hours and so on (i.e., 12 month Paraeducators 13 sick days @ 7 hours; 3 personal days @ 7 hours; earned vacation days @ 7 hours).

24.2 Each employee shall be able to apply thirteen (13) percent of hourly earnings, toward fringe benefits, as in the past which will include a cash option in lieu of health insurance premiums. Employees shall also be permitted to select additional fringe benefit coverages which may be made available by the board.

Cash option payments shall be paid to each employee twice monthly for the previous month of work.

It is expressly understood that all coverage provided hereunder are specifically subject in all respects to the rules and regulations of the various insurance carriers.

New employees employed after October 20, 2010 shall not receive 13% of wages toward fringe benefits even though this contract was not ratified until after October 20, 2010.

24.3 Full Family Vision - The Board shall provide a vision plan for the employee and his/her family at no cost to the bargaining unit member.

#### 24.4 Wellness Bonus Program

The following sick days paid out will still accumulate from year to year without any loss of such sick days paid out:

For employees who use 0-3 sick days during the year:

\$30 per unused sick day from the year's allotment shall be paid to the employee in the first pay in July. For example: If the full-year employee used 2 sick days during the 2010-2011 school year, he/she would receive \$330 (13 - 2 x \$30).

For employees who use 4 to 5 sick days during the year:

\$20 per unused sick day from the year's allotment shall be paid to the employee in the first pay in July. For example: If the full-year employee used 4 sick days during the 2010-2011 school year, he/she would receive \$180 (13 - 4 x \$20)

Sick days paid out to part-time employees will be prorated.

24.5 The Clare-Gladwin Regional Education Service District Board of Education will implement a medical insurance premium payment plan permitting a voluntary salary/earnings reduction to be applied to the portion of health insurance premiums for which the employee is responsible. The medical insurance premium payment plan shall be implemented upon execution of this agreement, and is intended to remain in effect throughout the life of this agreement, and thereafter at the discretion of the Board. Election to participate will be based on individual association members executing and filing a salary reduction agreement as required by the Board. The District may change, amend, or suspend the medical insurance premium plan if legislation or regulation alters, limits, or prohibits operation of such a plan as currently permitted under the U.S. Internal Revenue Code of 1986, as amended.

The Board will provide a letter to the union stating that the District will hold the employee harmless in the event the Section 125 Plan is found to be in non-compliance with the cash option plan in lieu of health benefits as defined in Section 125 of the IRS Code.

24.6 Friday Substituting - Early Childhood Special Education Paraeducators who wish to substitute on Fridays at the Area School shall notify administration by August 15 of each year. Bargaining unit members who respond shall be called to substitute in order by seniority. Non-bargaining unit members will be called only when there are no bargaining unit members available to substitute.

Summer Substituting - Bargaining unit members who wish to substitute for the summer programs shall notify administration by June 1 of each year. Bargaining unit members who respond shall be called to substitute in order by seniority. Non-bargaining unit members will be called only when there are no bargaining unit members available to substitute.

Paraeducators will be paid their regular hourly rate while serving in a substitute capacity. This rate of pay for subbing will not include insurance, or any other benefits Paraeducators are otherwise entitled to, nor will it be considered part of their total hours worked when computing earned vacation, holidays, or sick time.

- 24.7 It is agreed between the Clare-Gladwin RESD and the Clare-Gladwin ESPA/MEA that a Paraeducator shall not bump a substitute Paraeducator placed in a position known to be open for one semester or one year due to a Board approved leave of absence in accord with all of the provisions of the Master Agreement or as required by law.

It is also agreed that a Paraeducator shall not bump a substitute Paraeducator placed in a long-term substitute position (as defined below) in accord with all of the provisions of the Master Agreement.

A long-term substitute Paraeducator position shall be defined as a position that has been temporarily vacated by a bargaining unit member for more than twenty (20) working days for a leave of absence as required by law or as granted by the Board of Education for leaves recognized in Article VIII of the CGRESD/CGRESD ESPA/MEA Contract. Until the position has been temporarily vacant for twenty working days, a bargaining unit member who would otherwise be without work on that day may bump into the position. If the position continues to be filled by a substitute beyond the twenty working days, no bumping will be allowed; however, the bargaining unit member shall accrue vacation time for the hours s/he is not allowed to bump from the long term substitute. If the bargaining unit member has refused to bump another available sub in the district on a given day, s/he shall not accrue vacation time under this provision.

This language shall not be applied to layoff and/or personnel reduction and bumping resulting from a reduction of personnel. Nothing contained in this article shall be allowed to extend the length of time that a substitute may be used in a position or be construed to change the language or the interpretation of the language in Article XIV, section 14.2.

#### **Article XXV Terminal Pay/Retirement**

- 25.1 A. Upon separation from the CGRESD, and with at least ten (10) days notice by the employee, bargaining unit members who have completed at least ten years of service to the CGRESD shall receive payment for one-half of their accumulated sick days up to a maximum of \$750.
- B. Upon resignation due to retirement from the CGRESD or the employee's death, bargaining unit members who have completed at least ten years of service to CGRESD shall receive payment for one-half of their accumulated sick days up to a maximum of \$1000.

- C. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid to the beneficiary designated, in writing, by the employee. If no beneficiary is designated, payment will be made to the estate of the deceased.
  
- D. If requested by the employee, the CGRESD shall make a one-time lump sum contribution to a 403(b) account in the employee's name held with a vendor on the District's approved vendor list as figured in Article XXV (A) or (B).

WAGE SCHEDULE

2009-2013 STEPS Probation 1 2 3 4 5 6 7 8 9 10 11 12

ADMINISTRATIVE ASSISTANTS

2009-2010	2.0	10.81	11.61	12.33	13.12	13.87	14.66	15.02						
2010-2011	1.95	11.02	11.84	12.57	13.38	14.14	14.95	15.31						
2011-2012	1.95	11.23	12.07	12.82	13.64	14.42	15.24	15.61						
2012-2013	0	11.23	12.07	12.82	13.64	14.42	15.24	15.61						

PARAPROFESSIONAL/PARAEDUCATOR

2009-2010	2.0	10.06	10.64	11.26	11.84	12.40	13.08							
2010-2011		10.06	10.64	11.26	11.84	12.40	13.08	13.62	14.16	14.70	15.24	15.78	16.32	16.83
2011-2012		10.06	10.64	11.26	11.84	12.40	13.08	13.62	14.16	14.70	15.24	15.78	16.32	16.83
2012-2013		10.06	10.64	11.26	11.84	12.40	13.08	13.62	14.16	14.70	15.24	15.78	16.32	16.83

TECHNOLOGY ASSISTANT

2009-2010	2.0	13.34	14.15	14.86	15.60	16.37	17.20							
2010-2011	1.95	13.6	14.43	15.15	15.90	16.69	17.54							
2011-2012	1.95	13.87	14.71	15.45	16.21	17.02	17.88							
2012-2013	0	13.87	14.71	15.45	16.21	17.02	17.88							

OFF SCALE LUMP SUM AMOUNT FOR EMPLOYEES PREVIOUSLY AT TOP OF SCALE IN PRIOR SCHOOL YEAR:  
LUMP SUM TO BE PAID FIRST PAY IN NOVEMBER OF EACH SCHOOL YEAR LISTED BELOW PER CLASSIFICATION:

ADMINISTRATIVE ASSISTANTS

2012-2013 1.95% OF TOTAL ANNUAL SALARY

PARAPROFESSIONAL/PARAEDUCATOR

2010-2011 1.95% OF TOTAL ANNUAL SALARY  
2011-2012 1.95% OF TOTAL ANNUAL SALARY  
2012-2013 1.95% OF TOTAL ANNUAL SALARY

TECHNOLOGY ASSISTANT

2012-2013 1.95% OF TOTAL ANNUAL SALARY

Example of how an off scale lump sum is figured: Administrative Assistant was at the top of the scale in previous school year (2011-2012) works 12 months @ 8 hours a day totaling 2080 total hours for the 2012-2013 school year. Top of scale for 2012-2013 (\$15.61) times total hours equals annual salary \$32,468.80 times 1.95% equals a lump sum payment for \$633.14 for the following school year. [ \$15.61 x 2080 = \$32,468.80 and so \$32,468.80 x 1.95% = \$633.14 ]

**ARTICLE XXVI**  
**Duration**

This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2013. All provisions of this tentative agreement shall be applied retroactively to July 1, 2010, including but not limited to compensation and benefits.

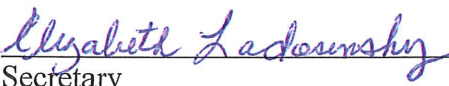
This Agreement may be opened to negotiations ninety (90) days prior to expiration.

CLARE-GLADWIN RESD  
Educational Support Personnel  
ASSOCIATION, MEA/NEA

CLARE-GLADWIN RESD  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

1-19-11  
\_\_\_\_\_  
Date

1-19-11  
\_\_\_\_\_  
Date

## Appendix A

### Paraeducator I as of June 30, 2008

Kimberly Bobzien \*

Vina Thornsberry \*

Elizabeth Ladosinsky \*

Barb Brown \*

\*Denotes Paraeducators Class I referred to in Article 5.7, employed as of September 1, 2005.

## Appendix B

### **Regular School Year and Summer School (12-month) Paraeducators working 7 hours per day:**

Bobzien, Kimberly  
Thornsberry, Vina  
Ladosinsky, Elizabeth  
Brown, Barbara  
Badger, LeAnne

### **Regular School Year and Summer School (12-month) Paraeducators working 6.5 hours per day:**

Kirby, Pamela  
Michalski, Beverly  
Kile, Connie  
Burmeister, Karen  
Wild, Jane

### **Regular School Year Paraeducators (9-month) working 6.75 hours per day:**

Todd, Mary  
Malson, Kathy  
Braley, Diane  
Mason, Sally  
Grice, Beverly  
Koch, Stacie

### **Regular School Year Paraeducators (9-month) working 6.5 hours per day:**

Braley, Autumn  
Sofka, Carol  
Brown, Rebecca  
Price, Margaret  
Beavers, Lisa  
Chenoweth, Jacqueline  
Saxton, Colleen  
Hoerauf, Jonathan  
Roberts, Rodney – Probation

### **Regular School Year Paraeducators working 15 minutes beyond the Scheduled Student Day: (PPI, Transition, CTE)**

Forfinski, Kerri  
Pepin, Ann  
Wale, Mary  
Hoolehan, Nancy  
Marsh, April  
Quinlan, Casey - Probation  
Chancey, Susan - Probation  
Rowe, Durinda – Probation