

**A G R E E M E N T**

**BETWEEN THE**

**SOUTHGATE COMMUNITY SCHOOL DISTRICT**

**AND**

**SOUTHGATE SPECIAL EDUCATION**

**PARAPROFESSIONAL ASSOCIATION**

**SOUTHGATE CHAPTER**

**July 1, 2011 - June 30, 2013**

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## **PURPOSE AND INTENT**

The purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employee, and the Association.

The Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

Both Paraprofessionals and the School District recognize the need for the trust and cooperation in order to deal with school improvement activities and create a positive learning environment. The process of site-based decision making and school improvement will be a cooperative effort using problem solving and a win win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students" and the participation of paraprofessionals, teachers, administrators, parents, and other community members is necessary to become an exemplary school district and to meet the goals of the District's mission statement.

## **ARTICLE I RECOGNITION**

- 1.1 The Board recognizes the Southgate Special Education Paraprofessional Association, Southgate Chapter, as having been designated and selected by a majority of its employees in the Unit described below for the purpose of collective bargaining with the respect to rates of pay, hours of employment and other conditions of employment. Pursuant to Sections 26 and 27 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit.
- 1.2 Unit: Special Education Paraprofessional Employees
  - A. Elementary and secondary classroom paraprofessionals
  - B. Transitions paraprofessionals
- 1.3 The unit shall exclude instructional paraprofessionals in the General Education area that may be employed Preschool-12. The unit shall also exclude Beacon Day Treatment Center paraprofessionals. The unit shall include all Special Education Paraprofessionals of the Southgate Chapter.

## **ARTICLE II REPRESENTATION AND BARGAINING**

- 2.1 For all intents and purposes, the terms association and union in this contract refer to the Southgate Chapter of the Southgate Special Education Association.
- 2.2 The Association reserves as its right the development of its constitution, bylaws, and the election of its officers and to update that list as changes occur. The Association shall provide the administration with a description of its officers.
- 2.3 The Association President shall be notified in writing whenever there will be a regular or special Board of Education meeting.
- 2.4 The District and the SSEPA agree not to discriminate against any paraprofessional, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. An alleged violation of this section shall be processed in accordance with Board policy.

### **ARTICLE III AGENCY SHOP**

- 3.1 Any eligible employee, as defined in Article I, must become a member of the Association within 30 (thirty) consecutive days and are eligible to receive all union benefits and compensation. The dues will become due and payable by payroll deduction at the time of hire.

## **ARTICLE IV UNIT CLASSIFICATION**

### **4.1 Classification I**

The following positions shall be considered in Classification I for purposes of assignment issues in the unit such as, but not limited to: layoff, recall and involuntary transfers.

- A. Elementary and secondary classroom paraprofessionals

### **Classification II**

The following positions shall be considered in Classification II for purposes of assignment issues in the unit such as, but not limited to, layoff, recall and involuntary transfers.

- A. Transitions paraprofessionals

## **ARTICLE V VACANCIES, TRANSFERS AND SUBSTITUTES**

- 5.1 A. A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position of the bargaining unit. Vacancies occurring during the school year will be filled by the following process:
1. If the vacancy occurs prior to the end of the first ten weeks of the school year, it will be posted for five (5) working days and filled within ten (10) working days until a position remains that no member bids on.
  2. During the rest of the school year, open positions will be filled with new hires, whose positions shall then be posted at the end of the school year.
  3. In June, all positions filled with new hires or subs will be posted for bids and filled at the start of the new school year.
- B. Whenever a vacancy occurs, the Office of Personnel shall notify the Association president.
- C. Vacancies will be filled from within the bargaining unit provided the applicant is qualified. Vacancies shall be filled on the basis of seniority and qualifications.
- D. Substitute employees may be hired to fill a temporary vacancy in the bargaining unit. Such employee will be told at the time of hire that the job is on a daily basis and is not entitled to permanent status.
- 5.2 A. Involuntary transfer of unit members - given a reasonable and just cause will be discussed with the SSEPA President before changes are made.
- 5.3 A. Substitute work will be offered to laid-off employees on a seniority basis. The rate of pay shall be the same rate of pay for which the employee would be eligible if that employee were on full employment status.



## ARTICLE VI SENIORITY AND LAYOFF-RECALL

- 6.1 A. All new employees hired in the unit shall be considered probationary for the first year of their employment. The employee becomes eligible for all pay increases as well as applicable benefits upon date of hire. A new hire shall start at the first step. After the probation period the seniority date shall be established as the original date that work began.
- B. There shall be no seniority among probationary employees. No employees shall bring their seniority from a previous occupation within or outside the District.
- C. The employer shall prepare, maintain and post the seniority list. A copy will be made available to the Association. The seniority list will include leaves and layoff dates.
- D. When more than one individual begins employment on the same date, seniority shall be determined by a drawing to be held at a general meeting with their membership and the Association shall inform the Personnel Office of the order of the seniority drawing. Such notice will be submitted to the Personnel Office within three (3) working days following the drawing.
- 6.2 A. A job elimination is the elimination of an established permanent position.
- B. If a senior employee's job is eliminated, then that senior full-time employee replaces the least senior full-time employee, in their classification. If the lowest senior employee is part-time, the displaced employee has the option to take the part-time position or the lowest seniority full-time position.
- C. When a senior part-time employee's job is eliminated, then that senior part-time employee replaces the least senior part-time employee in their classification.
- D. If the job elimination involves more than one person, the affected employees will collectively meet. The following will be in attendance at the meeting: Director of Special Services or designee, the employees and Union Board Members to decide or choose from the remaining position(s) according to seniority rights and qualifications.
- 6.3 A. Layoff means a reduction in the working force.
- B. If it becomes necessary to reduce the number of employees in the SSEPA due to lack of finances, the Director of Special Education agrees to discuss with the Association the possibility of a reduction in staff prior to the date of the layoff. The Association will be provided with facts, rationale and reasons for the need to layoff.

## **SENIORITY AND LAYOFF - RECALL (Continued)**

- C. In the event of a layoff, probationary employees shall be laid off first. If further reduction is necessary, then the layoff shall be in reverse order of seniority and qualifications, with the employee with the least seniority and qualifications in their classification being laid off first.
  - D. Paraprofessionals who are subject to impending layoff shall be notified in writing fourteen (14) working days prior to the actual day of layoff.
  - E. Seniority will be retained and not accumulated during lay-off. Seniority will resume upon the first day of returning to work.
- 6.4
- A. When the working force is increased after a layoff, qualified employees will be recalled in the reverse order of layoff, that is, the most senior and qualified person on the layoff list will be recalled first until all laid off employees have been returned. All employees shall have the right to be recalled to their classification in the bargaining unit up to the same time as length of service.
  - B. Notice of recall will be sent via registered mail with a return receipt requested. If an individual cannot be contacted and a fifteen (15) day period has passed and no adequate excuse can be provided by the employee or Association, the person's employment will be terminated.
  - C. Refusal of a recalled position with the same amount of hours could mean immediate termination.
  - D. It shall be the responsibility of the employee to notify the employer of any change of address or telephone number.
  - E. The recalled employee that worked full-time does not have to accept a half-time position and remains eligible for unemployment benefits. They will not be terminated.

## ARTICLE VII EVALUATION

- 7.1 A. The evaluation of the work of the Paraprofessional is the responsibility of the case manager with collaboration of the Director of Special Education or his/her designee. These evaluations will take place annually. Verification of completed evaluations shall be sent to the union President. The paraprofessional has the right to respond in writing to the evaluation and have the response attached to the evaluation within 15 days. The refusal to sign the evaluation is considered insubordination and could result in termination.
- B. In the event that a union member works in more than one position, they will be evaluated at both positions.
- 7.2 Job Descriptions
- A. The paraprofessional is under the direct supervision of the basic/resource classroom teacher. If the paraprofessional is a one on one or works in a general education classroom, the direct supervisor is the caseload teacher.
- B. Any change in an existing job description that takes place after the beginning of a school year shall be in writing with a complete description of new job from the Director of Special Services.

## ARTICLE VIII DISCIPLINE

8.1 The School District has the right to dismiss or suspend seniority employees for the following reasons:

- a. Undesirable conduct
- b. Violation of policy or regulations
- c. Unsatisfactory performance

8.2 Disciplinary Procedure

The employer and union understand that the purpose of discipline is to improve work performance. With that in mind, the employer agrees that the concept of progressive discipline will be used when disciplining employee. With the exceptions of (a) acts that, the Employer determines, warrant immediate discharge and (b) acts, that the Employer determines, are serious enough to forgo some of the warnings, the Employer agrees to follow the procedures as set forth:

- a. Verbal
- b. Written warning
- c. Individual Development Plan may include the use of a mentor
- d. Suspension
- e. Discharge

An employee, whenever possible, shall be notified in advance, in writing concerning the time, place and reason(s) of any disciplinary conference.

Such conferences and reprimands will be considered in private between the affected employee, union representative and Director of Special Education and/or designee.

Any written report of such a conference prepared by the Employer shall be signed by all parties indicating only that such a report has been read by the employee. The employee may affix his/her response, reactions, within three (3) days.

8.3 Definition of Mentor

Mentor - an employee who will provide support; act as a resource person and consultant on areas of job performance with probationary employees and/or seniority employees who need improvement.

8.4 Notice of Discharge or Discipline

Upon any such action being taken against any employee, the Employer agrees to promptly furnish the employee and the Union President, in any event, a written copy of the notice of discharge or discipline.

8.5 Appeal of Discharge or Discipline

If the employee or union representative believes the action taken to be unwarranted in the particular case, a written and/or verbal appeal within five (5) days of the action may be made.

## ARTICLE IX GRIEVANCE PROCEDURE

9.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

### 9.2 Step I

An employee or the Association having a grievance shall first present the grievance in writing on a form provided by the District, to the Director of Special Education within ten (10) days after the occurrence. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated and shall be signed by the employee and Association president. Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.

### Step II

If the employee or the Association is not satisfied with the Director's written answer, or if no answer was given by the Director within the time limit, the employee may appeal the grievance to the Superintendent or a designee, by filing the grievance with the Superintendent's office within five (5) days following receipt of the Director's answer. Within ten (10) days, the Superintendent or a designee shall meet with the Association president and the grievant upon request to discuss the grievance and an answer shall be received within ten (10) days following the meeting.

### Step III

If the employee or the Association is not satisfied with the Superintendent's or designee's answer, the Association may appeal the grievance to the Board of Education by delivering to the Superintendent's office the appeal within seven (7) days after receipt of the Superintendent's or designee's answer. The appeal should state the reason why the Association does not agree with the Step 2 answer and shall be signed by the Association president. The Board of Education shall consider the grievance at its next regularly scheduled meeting, or twenty (20) days, at the Board's option, and shall answer the grievance in writing by mailing to the Union its answer within five (5) days after reaching its decision.

9.3 Any grievance not advanced to the next step by the employee and/or Association within the time limit in that step shall be deemed withdrawn. Time limits may be extended by the Employer and the Association in writing; then the new date shall prevail.

## ARTICLE X ATTENDANCE AND LEAVE

- 10.1 A. Employees may earn up to ten (10) sick days a year for a ten (10) month employee and up to twelve (12) sick days per year for a twelve (12) month employee. These sick days will be given at the beginning of each school year, five (5) of these days shall be advanced at the beginning of each January 1st.
- B. Any unused portion of these sick days shall be allowed to accumulate to a maximum of 150 days. Upon voluntary termination employees will be paid for one-fourth (1/4) of accumulated sick days. Upon retirement or severance due to permanent work force reduction employees will be paid for one-third (1/3) of their accumulated sick days. Upon the death of a paraprofessional the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days.
- C. The employer shall pay the employee's full salary with no withdrawal from the employee's accumulated sick days for a job related injury caused by an assault which results in lost time seven (7) days or less, upon the district's health clinic's written verification of the employee's inability to perform work tasks.
- D. Any full-time employee receiving an injury on the job and requiring him/her to go to the district's clinic will receive pay for the full day's work at the regular rate, and if he/she is required to report back to the district's clinic, he/she will be paid for the time lost.
- E. In a job related injury it is the employees' responsibility to fill out appropriate forms immediately and report to districts' clinic within 48 hours.
- 10.2 Attendance Procedure
- A. Absences from work should be reported to the School District at least one (1) hour prior to the Paraprofessional's scheduled starting time by calling the School District answering service at 285-4242 or current procedure.
- B. The Union recognizes the importance and necessity of attendance to the School District. The District has the right to investigate the pattern and/or excessive absenteeism which shall result in disciplinary action. Further, the Board may request and require reasonable proof of either an employee's ability or inability to return to work.
- C. Any resulting disciplinary action will be progressive. Prior to issuing said action each case will be reviewed based upon its own merit.
- 10.3 Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days. Twelve month, full-time employees can use their sick/personal days throughout the work year. Personal business days shall not be used to extend a scheduled break.

## **ARTICLE X - ATTENDANCE AND LEAVE (Continued)**

10.4 Educational leaves of absence may be granted to seniority employees for a period not to exceed one (1) year with an option to request a one-year extension. Requests for an educational leave must be received by the Human Resources Director with a copy to the Director of Special Education at least thirty (30) days in advance of the anticipated commencement of the leave in order to be considered. Seniority will be retained and not accumulated during leave. Seniority will resume upon the first day of returning to work.

### 10.5 Permissive Leave of Absence

- A. The Director of Human Resources/Director of Special Education may grant a leave of absence without pay to any seniority employee for a period not exceeding one (1) year. Seniority will be retained and not accumulated during a leave lasting a school year or more. Seniority will resume upon the first day of returning to work. Requests for leave without pay must include reasons and be requested thirty (30) days in advance.
- B. The Director of Human Resources / Director of Special Education may grant the employee's request to return earlier than previously requested on a ten (10) day written notice.
- C. The employee returning from leave shall immediately be assigned to a like position but not necessarily in the same position, but the same classification. If there are any job openings at the time the employee returns, that employee shall have the right to bid on an open position. If there are not any job openings at the time the employee returns, that employee shall replace the lowest seniority like position.
- D. Employees on a leave of absence for medical reasons (whether or not an employee is also receiving long term disability benefit compensation) must provide the Human Resource Department a medical release from their attending physician stating that they are able to perform all the essential functions of their job with or without reasonable accommodation. While on leave the employee will not be eligible to participate in the bidding process for positions covered under the collective bargaining agreement.

### 10.6 Funeral

- A. Any employee shall be allowed five (5) working days as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family/step-immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or dependent member of the employee's immediate household.
- B. Each employee will be granted one (1) funeral day per school year for a funeral not covered in Section A above.

## **ARTICLE X - ATTENDANCE AND LEAVE (Continued)**

10.7 A. There shall be two (2) allowable Act of God days per year when such days are declared by the Superintendent or the Board of Education. The first two (2) such days that teachers do not report, paraprofessionals shall not be required to report and no loss of compensation shall result. Personal days may be used for additional Act of God days.

10.8 A. Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.



## ARTICLE XI INSURANCE AND HOSPITALIZATION

- 11.1 Employees incurring on-the-job injuries will be protected by Worker's Compensation.
- 11.2 The School District will select an insurance carrier and pay the premium to provide \$24,000 of term-life insurance for full-time seniority employees.
- 11.3 The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:
- |                    |                                                             |
|--------------------|-------------------------------------------------------------|
| A. Examination     | \$ 35.00                                                    |
| B. Regular Lenses  | \$ 56.00 per pair                                           |
| C. Bifocal Lenses  | \$ 90.00 per pair                                           |
| D. Trifocal Lenses | \$110.00 per pair                                           |
| E. Frames          | \$ 55.00                                                    |
| F. Contact Lenses  | \$115.00 per pair<br>\$200.00 per pair, if medical required |
- 11.4 The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- a. Benefit of 65% of the employee's salary not to exceed \$700.00 per month.
  - b. The benefits shall continue until the employee becomes age 65.
  - c. Shall cover existing conditions.
  - d. Shall cover both occupational and non-occupational disabilities.
  - e. Contain an occupational rehabilitation waiver of no more than three (3) years.
  - f. Shall have a 90 days (calendar days) waiting period before the employee is eligible for benefits.
  - g. Shall have an additional 20-day (calendar days) waiting period for recurrence of the same disability.
  - h. Shall cover disabilities that result from both illness or injury.
  - i. Social Security Freeze.
- 11.5 The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:
- A. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:

## INSURANCE AND HOSPITALIZATION (Continued)

1. Oral Hygiene Instruction.
  2. Experimental Treatment.
  3. Dietary Planning.
  4. Cosmetics.
- B. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
1. Lost, misplaced or stolen prosthetics.
  2. Additional costs for gold.
- C. 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.
- 11.6 A. The School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The coverage provided by the District will be Blue Cross Blue Shield Community Blue PPO Plan 1. As of July 1, 2011 the co-payments associated with the PPO-1 Plan will be \$10/\$20/\$150 and an optional PPO-4 Plan has been added to the coverage for potential future use. The supplemental drug rider will remain at \$10/\$10/\$40.
- The benefits are offered only to those seniority employees that have a scheduled work assignment of a minimum of six hours a day and 30 hours per week.
- B. During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides substantially the same benefits as set forth above and the Union as been notified.
- 11.7 A. Cash in lieu of Health Insurance and Prescription Drugs. An employee may elect to waive coverage provided in 11.6A, above (Health and Prescription coverage) and receive two thousand (\$2,000) per year.
- B. Cash in lieu of Prescription Drugs. An employee may elect to waive the prescription coverage, only (not the health coverage), provided in 11.6A above and receive eight hundred dollars (\$800) per year.
- C. Cash in lieu of Health Insurance. An employee may elect to waive the health coverage, only (not the prescription coverage), provided in 11.6A above and receive twelve hundred dollars (\$1,200) per year.
- D. Cash in lieu of Dental and Vision Insurance. An employee may elect to waive the coverage provided in 11.5 (Dental) and 11.3 (Vision) above and receive two hundred (\$200) per year.

## ARTICLE XII HOURS, WAGES AND HOLIDAYS

### 12.1 Hours

- A. On the teacher's weekly professional development day, a paraprofessional's working hours will remain the same as the rest of the normal working week.

The normal working week and year shall coincide with the schedule for instructional personnel and be consistent with the building schedule.

Three additional working days will be added prior to the reporting day of all employees for the SSEPA members, if deemed necessary by the teacher and approved by the Director of Special Education one week prior to the working days. They shall use this time to set up the classroom.

- B. The normal working day shall be consistent with the schedule of the instructional staff at that level. The normal working day shall be determined by the classroom teacher and the Director of Special Education to meet the needs of each individual classroom. The schedule shall contain a duty-free, unpaid lunch period equal to the building's instructional staff.
- C. The preparation periods shall consist of fifteen (15) minutes in the morning before instructional time and fifteen (15) minutes in the afternoon at the end of instructional time for ECDD classroom, Basic Skills classrooms and Resource Rooms only when needed. All other paraprofessionals will need prior approval from the Director of Special Services to be compensated for this time.
- D. To qualify for the status of bargaining unit member, the employee must work a regular schedule of twelve (12) hours or more per week. Only bargaining unit members are eligible for fringe benefits.
- E. It will be up to the Special Education paraprofessional, classroom teacher, and Administration to decide if he/she needs to attend any building meetings outside the normal hours of work. If the paraprofessional is required to attend such building meetings he/she will be monetarily compensated.
- F. Refer to the Professional Growth Plan Evaluation Handbook effective September 1, 2011.

### 12.2 Wages

- A. Employees shall be compensated in accordance with the wage schedule as set forth in 12.2B of this Agreement. All employees' wages shall be computed on an hourly basis.

## HOURS, WAGES AND HOLIDAYS (Continued)

### B. Classification I and II (Hourly)

#### 11/12 and 12/13 \*

Step 1	13.27
Step 2	13.54
Step 3	13.82
Step 4	14.08
Step 5	14.34
Step 6	14.61
Step 7	14.90

Conditional on employees gaining no more than one step per year.

However, new employees will be placed on Step 1 during their first fiscal year of employment. Employees will be placed on Step 2 on the anniversary date of the beginning of their second year of employment and so forth. Members that are employed at the Transitions Program will receive .50 cents more per hour than the rates in the respective salary scale.

\*No employee shall advance on the salary steps for the 2011-2012 and the 2012-2013 school years. In addition, commencing with the 2011-2012 school year, hourly pay shall be decreased by 5% at all steps of the salary step schedule.

12.2 C In the event that state law is enacted to require an employee contribution toward the cost of health care insurance, the wage decreases set forth above shall be applied to the payment of such contributions. The Union reserves the right to request a quarterly financial analysis of the District's finances for the life of this contract, the findings of which shall be made available to the F.I.T. committee for review.

When the District's revenue (as determined by the financial analyst using the audited fund balance) becomes sufficient to eliminate the deficit, the members of the bargaining unit will realize a percentage of any "profits" equal to the bargaining unit's share of the budget expenses over and above 20% of said revenue which shall be deposited in the fund equity account.

### 12.3 Holidays

A. All employees shall be entitled to paid holidays: Friday before Labor Day, Labor Day, Thanksgiving break, Christmas vacation, mid-winter break, Spring vacation, Memorial Day, July 4 (for 12 month employees only).

Election Day and Martin Luther King Day will be paid holidays as long as it is on the school calendar.

B. In order to qualify for payment for a holiday, the hourly employee must either work or be on a compensable leave on the last scheduled working day prior to the holiday and the first scheduled working day following the holiday.

## HOURS, WAGES AND HOLIDAYS (Continued)

### 12.4 Extra Compensation

- A. Daily payment for emergency short-term assignments in excess of one (1) hour but less than three (3) hours shall be the Paraprofessional's regular pay for that day, plus \$30.00. Assignments in excess of three (3) hours shall be the Paraprofessional's regular pay for that day, plus \$45.00.
- B. If a teacher substitute is called for the Basic Skills Classroom, Resource Room or the ECDD classroom, the daily payment shall be the Paraprofessional's regular pay plus \$25.00. At the end of the tenth (10<sup>th</sup>) consecutive day, this stipend shall end. This payment will be made until a maximum of 15 days are paid each school year.
- C. When a building has a scheduled half day for students and staff, the paraprofessional will be paid for a full day for a total of three (3) days to be used for professional development when scheduled.
- D. In the event a paraprofessional is required to travel during the course of their work day, they shall be compensated for their travel time and shall be reimbursed for their necessary mileage at the then current IRS rate.

### 12.5 Longevity

Longevity will be paid on a separate check in December based on completion of years of service achieved as of June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

A year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by Southgate Community School District and has worked what would be considered full time for that collective bargaining unit of the Southgate Community School District. Years of service for a bargaining unit member will commence as of the initial date of hire in a bargaining unit. A bargaining unit member will not earn a year of service for any year during which the bargaining unit member was laid off, unless otherwise provided by law.

Based on the above guidelines, Employees who have completed:

- Five (5) years receive \$300 per year
- Ten (10) years receive \$400 per year
- Fifteen (15) years receive \$600 per year
- Twenty (20) years receive \$1000 per year

### 12.6 Pay Period

Each Paraprofessional shall have the following options as to the payment of their annual salaries:

- A. Twenty-one (21) payments, September to June
- B. Twenty-six (26) equal payments annually with twenty-one (21) equal payments during the school year and the balance paid in five (5) separate checks biweekly during the summer recess.
- C. All new employees will be on 26 pays.

### **ARTICLE XIII TUITION REIMBURSEMENT**

- 13.1 The District shall provide up to \$500 of college tuition reimbursement annually per bargaining unit member for continuing education approved by the administration to upgrade their position.
- 13.2 The School District shall reimburse each bargaining unit member the registration fee, and cost of required improve or enhance classroom materials and/or books for one class per year to-job skills and/or professional development and have prior approval of the Superintendent or designee. Reimbursement shall be made within thirty days of evidence being submitted confirming completion of the course.

## **ARTICLE XIV PROFESSIONAL DEVELOPMENT**

- 14.1 The School District shall provide training in behavior management/nonphysical intervention and any training pertaining to any position deemed important to the performance of the Paraprofessional as recommended by WC RESA, the Director of Special Education or SSEPA staff.

## **ARTICLE XV NO STRIKE CLAUSE**

- 15.1 The word "Strike" shall be defined as a concerted failure to report to duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment. There shall not be "Strikes" of any kind between Association, its officers, representatives, or members during the term of this agreement. There shall be no lockouts on the part of the employers.



## ARTICLE XVI STATEMENT OF LAW

- 16.1 A. This agreement has been negotiated and executed and shall be controlled by all applicable Federal and State laws, including any amendments that may hereafter be made during the life of the contract. Wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties agree to renegotiate such conflicting provision or provisions. All remaining provisions of this Agreement will remain intact.
- 16.2 A. The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

## **ARTICLE XVII MISCELLANEOUS**

- 17.1 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies and practices.
- 17.2 A Paraprofessional shall not perform the duties of a paraprofessional in a classroom in which his/her child is a student.
- 17.3 If the Early Childhood Developmentally Delayed Program (ECDD) has only one section and is for one-half day, the director will ensure that a seniority staff member will be provided with a full-time position that will include the ECDD.

**ARTICLE XVIII DURATION OF AGREEMENT**

This Agreement shall become effective on the date of School Board ratification and shall continue in full force and effect up to and including June 30, 2013.

On July 1, 2013, this Agreement shall terminate unless the parties enter into a written extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 16<sup>th</sup> day of August 2011.

SOUTHGATE SPECIAL EDUCATION  
ASSOCIATION

BOARD OF EDUCATION

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