



A G R E E M E N T

BETWEEN THE

SOUTHGATE COMMUNITY SCHOOL DISTRICT

AND

**SOUTHGATE SPECIAL EDUCATION
PARAPROFESSIONAL ASSOCIATION
SOUTHGATE CHAPTER MEA/NEA**

May 28, 2019 - August 31, 2020

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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, MEA/NEA, 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 working in elementary and secondary classrooms
- 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 Educational Specialists of the Southgate Schools-- (B. E. S. S. S.) members.

ARTICLE II REPRESENTATION AND BARGAINING

- 2.1 For all intents and purposes, the terms association and union in this contract refer to the Southgate Special Education Association MEA/NEA (SSEPA).
- 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 Association President or alternate shall be granted a maximum of two (2) school days each year of this agreement, without loss of pay, for the purpose of attending to union business. The Association President must notify the personnel office of the union business two (2) school days prior to the absence.
- 2.5 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 DEDUCTIONS

- 3.1 Any eligible employee, as defined in Article I, may become a member of the Association. Once a member they are eligible to receive all union benefits and compensation. The dues will become due and payable according to the Associations by-laws.
- 3.2 Upon Appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such members and make appropriate remittance for MEA-FS's MEA sponsored tax-deferred annuities, and direct deposit to credit union or any other plans or programs jointly approved by the Employer and Association

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

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 after the annual bid meeting will be filled by the following process:
1. Open positions will be filled with new hires, whose positions shall then be posted at the end of the school year.
 2. A bid meeting shall be held five (5) working days prior to the paraprofessional start date. During this meeting all positions filled with new hires or subs in the previous year will be posted for bids and filled at the start of the new school year.
 3. The bid shall include the student's grade, disability and known behaviors.
 4. If a position changes by fifty percent (50%) or less, no bidding is required.
- 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.
- B. An employee who has been involuntarily transferred during the school year has the right to reclaim their original position if it is still available, before the bidding meeting starts.

ARTICLE VI SENIORITY AND LAYOFF-RECALL

- 6.1 A. All new employees hired in the unit shall be considered probationary for the first ninety (90) calendar days 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. 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.
- 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.

- 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 with the employee with the least seniority being laid off first.
 - D. Paraprofessionals who are subject to impending layoff shall be notified in writing fourteen (14) calendar days prior to the actual day of layoff or five (5) working days prior to the actual layoff, if the layoff is a direct result of the annual bid process.
 - 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, employees will be recalled in the reverse order of layoff, that is, the most senior 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 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. Evaluations will take place annually. The paraprofessional has the right to respond in writing to the evaluation and have the response attached to the evaluation within 15 days. Employee will sign evaluation. Employees' signature only acknowledges receipt of evaluation.
- B. In the event that a union member works in more than one position, they will be evaluated at both positions or the position where they spend the majority of their time.
- 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. No employee will be disciplined or discharged without just cause. 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. Written Warning
- b. Written Reprimand
- c. Suspension
- d. Discharge

An employee 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 Non- Disciplinary Counseling Statement.

The parties recognize there are circumstances that do not rise to the level of discipline yet may require administrative involvement. The administration may convene counseling meetings with employees concerning work issues. Informal counseling meetings may be held between the administrator and the employee to discuss issues of concern. At the discretion of the administrator, Association representation at informal counseling sessions may be allowed. Informal counseling meetings shall not be documented except for the purpose of personal notes that are for the authoring administrator's reference only. Formal counseling meetings held between the administrator and the employee will be documented in writing by the administrator with a copy provided to the employee only. Such documentation may include a reference that future consequences were discussed; however, it shall not

be placed in the employees personnel file but shall be maintained by the authoring administrator. Employee requests for Association representation at formal counseling meetings shall be honored. If an Association Representative is requested to be present, no longer than two (2) days may lapse before such meeting is held. Counseling shall not be considered disciplinary and shall not be subject to the grievance procedure.

8.3 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.

8.4 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) work 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) working 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) working 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 ten (10) working days following receipt of the Director's answer. Within ten (10) working days, the Superintendent or a designee shall schedule a meeting with the Association president and the grievant upon request to discuss the grievance and an answer shall be received within ten (10) working days following the meeting.

Step III MEDIATION

If the grievance is not resolved in Step II and the grievance involves an alleged violation of a specific Article and Section of this Agreement, then the Union may submit the grievance to Grievance Mediation with M.E.R.C. within twenty (20) days after the decision is rendered in Step II, or, if no answer was given, within twenty (20) days following when the answer was due. Either the Union or the District may request that this step be skipped and go directly to Step IV within the above Twenty (20) period.

Step IV

If the employee, the association, or the Employer are not satisfied with the results of mediation, or either party chooses to skip Step III, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration shall be filled within twenty (20) calendar days after mediation or, if Step III is skipped, within twenty (20) calendar days after the Superintendent of Schools, or designee's, written answer in Step II. If no answer was given, within twenty (20) days of when it was due. The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific

article(s) and/or sections(s) of this Agreement allegedly violated, and shall be signed by the Union President or designee. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The costs for the services of the Arbitrator, including per diem expenses, shall be borne equally by the School District and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

Powers of the Arbitrator: The Arbitrator's decision shall be confined to the question of whether or not there has been a violation of a specific article(s) and section(s) of this Agreement. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

- 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. 1. All paraprofessionals shall receive ten (10) sick days at the beginning of each year, five (5) of those days shall be advanced on at the beginning of each semester to be used for illness. Any unused portions of these sick days shall be allowed to accumulate to two hundred twenty-five (225) days and be available as sick days in future years. Paraprofessionals who terminate their contract before the end of the school year and use more sick days than would accumulate at the rate of one (1) day per month (September to June) shall reimburse the school district for the extra days used. New hires will have these days prorated and advanced in accordance with above after thirty (30) calendar days of employment. Days may be applied retroactively to this thirty (30) day period once advanced.

For the purposes of sick day usage immediate family includes all of the following:

1. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
 2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
 3. A person to whom the employee is legally married under the laws of any state or a domestic partner.
 4. A grandparent.
 5. A grandchild.
 6. A biological, foster, or adopted sibling.
 7. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
2. Only employees who are in paid status or currently on an FMLA leave of absence at the beginning of each semester will have these days advanced. All other will have these days prorated upon their return to work.
3. If any employee is laid off, their previously accrued sick days will be frozen until recall from layoff.
- B. 1. 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.

2. Payout of terminal pay

- a. **Employer Non-elective Contribution to Termination Pay.** The Employer agrees to make an Employer non-elective Contribution to the §403(b) account of each covered employee, who serves their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the Employer Non-elective Contribution shall equal the accumulated leave days (Termination Pay) benefit which is specified in Section 10.1 A of this Collective Bargaining Agreement. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Section 10.1 B (1) of this Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under §415(c)(1) of the Code for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 30 calendar days following the employee's severance dates or the date of the final payment of the employee's contract amount, whichever is later.
- b. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein..
- c. **Contribution Limitations** In any application year, the maximum Employer Contribution shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §415(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' §403(b) accounts, the Contribution Limit shall be based on the employee's compensation, as determined under §403(b)(3) fo the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employer after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution limit of the Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the

Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's §403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Code.

- d. **§403(b) Accounts** Employer contributions shall be deposited into the §403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a §403(b) account to receive Employer contributions, or if the account designated will not accept Employer Non-elective Contributions for any reason, the Employer shall deposit contributions, in the name of the employee, into an account with an approved vendor.
- e. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

- 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. Any physician prescribed treatment provided during working hours shall be without loss of pay or use of sick days.
- 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 using the current district procedure. If an employee is unable due to an emergency to report at least one (1) hour prior to their scheduled start time, the Paraprofessional shall notify the building administrator or designee.
- 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. Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances outside the control of the paraprofessional.

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. Each 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, sister-in-law, brother-in-law, grandparents, grandchild, 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.
- 10.7
- A. There shall be six (6) allowable Act of God days per year when such days are declared by the Superintendent or the Board of Education. Personal and/or sick days may be used for additional Act of God days. Personal business or sick days used for this purpose will be credited back to the employee if the district is not required to make these days up beyond the normal school calendar.
 - B. If school is cancelled after employees have reported to work or students have reported, employees shall be dismissed immediately after such cancellation and students are dismissed and excused from work with no loss of pay.
- 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. Employee will provide documentation verifying attendance.
- 10.9 Sick Day Donation Procedure
- A. SSEPA President will present the written request to the Superintendent. The request will include the member's name and reason for the request.
 - B. The Superintendent will reply to the request and provide a copy to the Director of Business and Finance.
 - C. Upon approval from the Superintendent, the president will contact all members with the donation request. SSEPA members will reply by the deadline (no more than fourteen (14) business days from the initial request) with the number of days to be donated, signature and date. This will be done prior to the start of the leave of absence when possible.
 - D. The president will compile the donation list and forward it to the Director of Business and Finance and the Superintendent's Secretary.
 - E. The Business office will process the donations.

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:

Service	In-Network Cost	Out-of-Network Reimbursement
A. Examination	\$0 Copay	Up to \$35.00
B. Regular Lenses	\$0 Copay	Up to \$56.00
C. Bifocal Lenses	\$0 Copay	Up to \$90.00
D. Trifocal Lenses	\$0 Copay	Up to \$110.00
E. Frames	\$0 Copay up to \$100, 80% of charge over \$100	Up to \$55.00
F. Contact Lenses		
1. Conventional	\$0 Copay up to \$100, 15% off retail price over \$100	Up to \$115.00
2. Disposable	\$0 Copay up to \$100, Plus balance over \$100	Up to \$115.00
3. Medically Necessary	\$0 Copay	\$200 if medically required
G. Transitions	\$75	N/A
H. Standard Progressive	\$65	\$ 90.00

- 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 66 $\frac{2}{3}$ % of the employee's salary not to exceed \$700.00 per month for the remainder of the 2019 calendar year, not to exceed \$1,000 per month for claims after December 31st 2019.
 - B. The benefits shall continue until the employee reaches Social Security Normal Retirement Age.
 - 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 and/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:
 - 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, subject to P.A. 152.

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. Health Care Insurance
 - 1. The medical insurance care for the SSEPA shall be either Priority Health or Total Health Care.
 - 2. Employees shall have the choice of the following elections.
 - a. Priority Health -- HMO HSA (\$1350/\$2700) or (\$2000/\$4000) or (\$3000/\$6000)
 - b. Priority Health -- POS HSA (\$1350/\$2700) or (\$2000/\$4000)
 - c. Priority Health -- PPO HSA (\$1350/\$2700) or (\$2000/\$4000)
 - d. Total Health Care -- Basic (\$250/\$100)
 - 3. Current members of the bargaining unit that elect an HMO, POS, PPO, or other high deductible plan that qualifies for HSA contributions will receive a District contribution into his/her Health Savings Account equal to the amount available from the Hard Cap limit under PA 152 for the applicable calendar

year (both amounts are based on the level of coverage for each member). This amount will be deposited into each member's Health Savings Account on or before the third full week of January. The district contribution will be prorated on a monthly basis for member that enter employment after January 1st of the applicable calendar year. 2018-19 amounts shown below as examples.

Priority Health HMO				
Policy	Deductible	Annual Premium	Hard-Cap	District Funding
Family	\$2700	\$17,607.00	\$18,232.31	\$625.31
2 Person	\$2700	\$14,152.44	\$13,980.75	0
Single	\$1350	\$6,300.36	\$6,685.17	\$384.81

Priority Health HMO				
Policy	Deductible	Annual Premium	Hard-Cap	District Funding
Family	\$4000	\$15,606.00	\$18,232.31	\$2,626.31
2 Person	\$4000	\$12,544.08	\$13,980.75	\$1,436.67
Single	\$2000	\$5,584.32	\$6,685.17	\$1,100.85

Priority Health HMO				
Policy	Deductible	Annual Premium	Hard-Cap	District Funding
Family	\$6000	\$13,582.20	\$18,232.31	\$4,650.11
2 Person	\$6000	\$10,917.24	\$13,980.75	\$3,063.51
Single	\$3000	\$4,860.12	\$6,685.17	\$1,825.05

- D. 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 (\$4,000) four thousand per year.
 - B. 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 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. When teaching staff are allowed to leave early in compensation/recognition of attendance at staff meetings or evening conferences, SSEPA members must also attend these staff meetings or evening conferences to receive the same benefit.
- D. 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.
- E. 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.
- F. 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.

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.

Classification I

2018-19		2019-20	
<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>
1	\$14.10	1	\$14.38
2	\$14.36	2	\$14.65
3	\$14.63	3	\$14.92
4	\$14.90	4	\$15.20
5	\$15.20	5	\$15.50
6	\$15.50	6	\$15.81
7	\$15.81	7	\$16.13

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 at the beginning of their second year of employment and so forth.

- C. 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.
- D. Once the collective bargaining agreement has been ratified by both parties, each non-probationary paraprofessional shall receive a one time, off-schedule signing bonus of \$500.
- E. Degree improvement

Associate Degreed employees will receive an additional yearly payment of \$250

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, and Good Friday

Easter Monday, 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 an absence in which the employee will be compensated for, on the last scheduled working day prior to the holiday and the first scheduled working day following the holiday.

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 Cross Categorical 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 (10th) consecutive day with the same substitute, this stipend shall end. This payment will be made until a maximum of 20 days are paid each school year. The paraprofessional will not assume the teaching duties of the substitute.
- C. 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.
- D. No paraprofessional employee shall be assigned to assume duties other than the normal duties of their position except in case of a short-term emergency which should not exceed more than ten (10) school days. A short-term emergency is defined as one (1) hour or less in length. If the emergency exceeds one (1) hour the paraprofessional will be compensated according to the terms of Article XII, 12.4 A. This does not apply to student diabetes management.

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:

- Ten (10) years receive \$750 per year
- Fifteen (15) years receive \$1000 per year
- Twenty (20) years receive \$1250 per year

Members currently eligible for the five (5) year \$300 per year payment in the 2018-19 school year, in accordance with the previous agreement, will continue to receive benefit this until they are eligible for the ten (10) year payment above.

12.6 Pay Period

All employees will receive 26 or 27 equal pays according to the pay calendar in Appendix A

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, with a lifetime maximum of \$5,000 per individual.
- 13.2 The School District shall reimburse each bargaining unit member the registration fee, and cost of required classroom materials and/or books for one class per year to improve or enhance 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, MCL 423.215, 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 unless written permission is granted from the Director of Special Services for extenuating circumstances.
- 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.
- 17.4 Definition of Mentor

Mentor - an employee who will provide support; act as a resource person and consultant on areas of job performance of mentee.

A list of all mentors will be kept by administration
The mentor will be:


1. Selected by seniority from list of members who volunteer as mentors with preference given to members working at the same location;
 2. An employee with 2 years or more of experience
 3. Compensated at a rate of \$250.00 per year
 4. Excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the mentee
 5. Assigned to only one mentee at a time.
 6. All new hires will be assigned a mentor for their 1st year
- 17.5 Both parties agree to enter negotiations for a successor agreement no later than 60 calendar days prior to the expiration of this agreement.


ARTICLE XVIII DURATION OF AGREEMENT

This Agreement shall become effective on the date of School Board approval and shall terminate August 31st 2020.

SOUTHGATE SPECIAL EDUCATION
ASSOCIATION

BOARD OF EDUCATION

 5/30/19
Debra Dodson, President date

 5/28/19
Jason Craig, President date


Dennis Kubas, MEA date

 5/29/19
Jill Pastor, Superintendent date

APPENDIX A: Pay Calendar

2017-2018 PAYROLL	2018-2019 PAYROLL	2019-2020 PAYROLL	2020-2021 PAYROLL	2021-2022 PAYROLL	2022-2023 PAYROLL	2023-2024 PAYROLL	2024-2025 PAYROLL	2025-2026 PAYROLL	2026-2027 PAYROLL	2027-2028 PAYROLL	2028-2029 PAYROLL	2029-2030 PAYROLL	2030-2031 PAYROLL
7/14/2017	7/13/2018	7/12/2019	7/10/2020	7/9/2021	7/8/2022	7/7/2023	7/5/2024	7/4/2025	7/3/2026	7/2/2027	7/14/2028	7/13/2029	7/12/2030
7/28/2017	7/27/2018	7/26/2019	7/24/2020	7/23/2021	7/22/2022	7/21/2023	7/19/2024	7/18/2025	7/17/2026	7/16/2027	7/28/2028	7/27/2029	7/26/2030
8/11/2017	8/10/2018	8/9/2019	8/7/2020	8/6/2021	8/5/2022	8/4/2023	8/2/2024	8/1/2025	7/31/2026	7/30/2027	8/11/2028	8/10/2029	8/9/2030
8/25/2017	8/24/2018	8/23/2019	8/21/2020	8/20/2021	8/19/2022	8/18/2023	8/16/2024	8/15/2025	8/14/2026	8/13/2027	8/25/2028	8/24/2029	8/23/2030
9/8/2017	9/7/2018	9/6/2019	9/4/2020	9/3/2021	9/2/2022	9/1/2023	8/30/2024	8/29/2025	8/28/2026	8/27/2027	9/8/2028	9/7/2029	9/6/2030
9/22/2017	9/21/2018	9/20/2019	9/18/2020	9/17/2021	9/16/2022	9/15/2023	9/13/2024	9/12/2025	9/11/2026	9/10/2027	9/22/2028	9/21/2029	9/20/2030
10/6/2017	10/5/2018	10/4/2019	10/2/2020	10/1/2021	9/30/2022	9/29/2023	9/27/2024	9/26/2025	9/25/2026	9/24/2027	10/6/2028	10/5/2029	10/4/2030
10/20/2017	10/19/2018	10/18/2019	10/16/2020	10/15/2021	10/14/2022	10/13/2023	10/11/2024	10/10/2025	10/9/2026	10/8/2027	10/20/2028	10/19/2029	10/18/2030
11/3/2017	11/2/2018	11/1/2019	10/30/2020	10/29/2021	10/28/2022	10/27/2023	10/25/2024	10/24/2025	10/23/2026	10/22/2027	11/3/2028	11/2/2029	11/1/2030
11/17/2017	11/16/2018	11/15/2019	11/13/2020	11/12/2021	11/11/2022	11/10/2023	11/8/2024	11/7/2025	11/6/2026	11/5/2027	11/17/2028	11/16/2029	11/15/2030
12/1/2017	11/30/2018	11/29/2019	11/27/2020	11/26/2021	11/25/2022	11/24/2023	11/22/2024	11/21/2025	11/20/2026	11/19/2027	12/1/2028	11/30/2029	11/29/2030
12/15/2017	12/14/2018	12/13/2019	12/11/2020	12/10/2021	12/9/2022	12/8/2023	12/6/2024	12/5/2025	12/4/2026	12/3/2027	12/15/2028	12/14/2029	12/13/2030
12/29/2017	12/28/2018	12/27/2019	12/25/2020	12/24/2021	12/23/2022	12/22/2023	12/20/2024	12/19/2025	12/18/2026	12/17/2027	12/29/2028	12/28/2029	12/27/2030
1/12/2018	1/11/2019	1/10/2020	1/8/2021	1/7/2022	1/6/2023	1/5/2024	1/3/2025	1/2/2026	1/1/2027	12/31/2027	1/12/2029	1/11/2030	1/10/2031
1/26/2018	1/25/2019	1/24/2020	1/22/2021	1/21/2022	1/20/2023	1/19/2024	1/17/2025	1/16/2026	1/15/2027	1/14/2028	1/26/2029	1/25/2030	1/24/2031
2/9/2018	2/8/2019	2/7/2020	2/5/2021	2/4/2022	2/3/2023	2/2/2024	1/31/2025	1/30/2026	1/29/2027	1/28/2028	2/9/2029	2/8/2030	2/7/2031
2/23/2018	2/22/2019	2/21/2020	2/19/2021	2/18/2022	2/17/2023	2/16/2024	2/14/2025	2/13/2026	2/12/2027	2/11/2028	2/23/2029	2/22/2030	2/21/2031
3/9/2018	3/8/2019	3/6/2020	3/5/2021	3/4/2022	3/3/2023	3/1/2024	2/28/2025	2/27/2026	2/26/2027	2/25/2028	3/9/2029	3/8/2030	3/7/2031
3/23/2018	3/22/2019	3/20/2020	3/19/2021	3/18/2022	3/17/2023	3/15/2024	3/14/2025	3/13/2026	3/12/2027	3/10/2028	3/23/2029	3/22/2030	3/21/2031
4/6/2018	4/5/2019	4/3/2020	4/2/2021	4/1/2022	4/14/2023	4/12/2024	4/11/2025	4/10/2026	4/9/2027	4/7/2028	4/20/2029	4/19/2030	4/18/2031
4/20/2018	4/19/2019	4/17/2020	4/16/2021	4/15/2022	4/14/2023	4/12/2024	4/25/2025	4/24/2026	4/23/2027	4/21/2028	5/4/2029	5/3/2030	5/2/2031
5/4/2018	5/3/2019	5/1/2020	4/30/2021	4/29/2022	4/28/2023	4/26/2024	4/25/2025	4/24/2026	4/23/2027	4/21/2028	5/18/2029	5/17/2030	5/16/2031
5/18/2018	5/17/2019	5/15/2020	5/14/2021	5/13/2022	5/12/2023	5/10/2024	5/9/2025	5/8/2026	5/7/2027	5/5/2028	5/18/2029	5/17/2030	5/16/2031
6/1/2018	5/31/2019	5/29/2020	5/28/2021	5/27/2022	5/26/2023	5/24/2024	5/23/2025	5/22/2026	5/21/2027	5/19/2028	6/1/2029	5/31/2030	5/30/2031
6/15/2018	6/14/2019	6/12/2020	6/11/2021	6/10/2022	6/9/2023	6/7/2024	6/6/2025	6/5/2026	6/4/2027	6/2/2028	6/15/2029	6/14/2030	6/13/2031
6/29/2018	6/28/2019	6/26/2020	6/25/2021	6/24/2022	6/23/2023	6/21/2024	6/20/2025	6/19/2026	6/18/2027	6/16/2028	6/29/2029	6/28/2030	6/27/2031
7/13/2018	7/12/2019	7/10/2020	7/9/2021	7/8/2022	7/7/2023	7/5/2024	7/4/2025	7/3/2026	7/2/2027	6/30/2028	7/13/2029	7/12/2030	7/11/2031
7/27/2018	7/26/2019	7/24/2020	7/23/2021	7/22/2022	7/21/2023	7/19/2024	7/18/2025	7/17/2026	7/16/2027	7/14/2028	7/27/2029	7/26/2030	7/25/2031
8/10/2018	8/9/2019	8/7/2020	8/6/2021	8/5/2022	8/4/2023	8/2/2024	8/1/2025	7/31/2026	7/30/2027	7/28/2028	8/10/2029	8/9/2030	8/8/2031
8/24/2018	8/23/2019	8/21/2020	8/20/2021	8/19/2022	8/18/2023	8/16/2024	8/15/2025	8/14/2026	8/13/2027	8/11/2028	8/24/2029	8/23/2030	8/22/2031
9/7/2018	9/6/2019	9/4/2020	9/3/2021	9/2/2022	9/1/2023	8/30/2024	8/29/2025	8/28/2026	8/27/2027	8/25/2028	9/7/2029	9/6/2030	9/5/2031
9/21/2018	9/20/2019	9/18/2020	9/17/2021	9/16/2022	9/15/2023	9/12/2024	9/11/2025	9/10/2026	9/10/2027	9/8/2028	9/21/2029	9/20/2030	9/19/2031
10/5/2018	10/4/2019	10/2/2020	10/1/2021	9/30/2022	9/29/2023	9/27/2024	9/26/2025	9/25/2026	9/24/2027	9/22/2028	10/5/2029	10/4/2030	10/3/2031
10/19/2018	10/18/2019	10/16/2020	10/15/2021	10/14/2022	10/13/2023	10/11/2024	10/10/2025	10/9/2026	10/8/2027	10/6/2028	10/19/2029	10/18/2030	10/17/2031

27 pays

27 pays