



## **Master Agreement**

Between

**Alpena-Montmorency-Alcona Educational Service District  
Board of Education**

And

**Alpena-Montmorency-Alcona Paraprofessional Federation,  
Local #4742 Affiliated with the Michigan Federation of  
Teachers/AFT/AFL-CIO**

**July 1, 2019 through June 30, 2022**

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**Witnesseth**

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, Administrative Staff and the Federation Employees have definite responsibilities in providing such services.

To these ends, the Board and the Federation encourage to the fullest degree friendly and cooperative relation between the respective representatives of the Board and the Federation at all levels and among Federation employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, the Board and Federation recognize and declare that providing quality educational services for the constituencies of the Alpena-Montmorency-Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and

WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Federation as the representative of its paraprofessional staff personnel as defined herein, with respect to rates of pay, hours of employment, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**Preamble**

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board" and the Alpena-Montmorency-Alcona Paraprofessional Federation, Local 4742, affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO, hereinafter called the "Union" or the "Federation."

It is hereby agreed as follows:

ARTICLE I

**Recognition:**

The Board of Education recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit consisting of all full-time special education paraprofessional staff members employed as transition specialists and instructional aides in classroom programs operated by the ESD.

All administrative and supervisory staff, temporary staff, pupil transportation staff, part-time staff, support, food service, maintenance, and clerical staff, teachers, therapists, all other professional staff, student health related staff, and substitute staff, including those filling in during vacations and leaves of absence, student employees, aides, interns, student nurses, and all other positions in the ESD presently or in the future are excluded from the bargaining unit.

The term "Employee" when used herein shall refer to employees included in the unit for bargaining described above. The terms "Board", or "employer", or "designee" when used herein shall refer to the Board of Education, Superintendent, or designee.

ARTICLE II

**Rights and Responsibilities**

**Board Rights**

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 laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

-- Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

-- Continue its rights, policies, and practices of assignments, and direction of its personnel, determine the number of personnel 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 or school hours or days.

-- The right to determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work involved, including contracting thereof, or changes therein, the institution of new and/or improved methods.

--The right to adopt any and all rules and regulations.

--Determine the number and location of its facilities, including the establishment or relocation of new schools, buildings, programs, classrooms and/or services offered thereof and the relocation or closing of schools, buildings, programs, classrooms or services.

--Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

--Determine the size of the management organization, its function, authority, amount of supervision, and organization structure, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

-- The Board shall continue to have the exclusive right to establish, modify or change any condition, except those covered by provisions of this Master Agreement.

--To the executive management and administrative control of the school system and its properties, facilities and the activities of its employees during working hours.

--To hire all employees and to determine their qualifications and conditions for their continued employment or their dismissal or demotion; to promote, layoff and/or transfer all such employees; and to determine job content, duties and roles.

--To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference or training program by employees, including special programs.

-- The Board and/or its representatives or agents may adopt rules, regulations or policies not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subjected to the grievance procedure.

The above shall not be interpreted as abridging or conflicting with any specific provision in this agreement.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

The listing of specific management rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

#### Federation Rights

A. The Federation and its members shall have the right to use school building facilities at all reasonable non-duty hours for meetings, subject to the approval of the

building supervisor. Separate bulletin boards, as designated by Administration, shall be made available to the Union at no cost to the Board.

B. It is agreed by the Board that Federation members shall be granted leave time for not more than four days total, with not more than four total employees from the district being granted leave per occurrence. It is further agreed that not more than one employee of the District shall be authorized leave under this section from any one classroom operated by the District. Any substitute costs incurred by the District will be reimbursed to the District by the Federation.

#### Employee's Rights

A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and lawful concerted activities for mutual assistance and protection. Both parties agree that they will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any right conferred by law or by this Agreement by reason of his/her membership in or participation with the Union or its activities or lack thereof.

B. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no paraprofessional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

C. Nothing contained herein will be construed to deny or to restrict rights of an employee under the Michigan Revised School code or by the laws and the constitution of the State of Michigan and the United States. Employees shall not be disciplined or discriminated against with respect to religious or political activities outside the scope of their employment.

### ARTICLE III

#### Membership



Membership in the Union is not compulsory. Employees have the right to join, maintain or terminate their membership in the Union as they see fit. The Union as party to this agreement shall not exert or put pressure on or discriminate against an employee with regards to such matters.

Payroll Deductions:

Upon appropriate written voluntary authorization by the employee, the Board will deduct from the salary of the employee, and make appropriate remittance, monies specified for:

- A. United Way
- B. Tax Deferred Retirement Plans
- C. Health Savings Accounts
- D. Other Administration/Board Approved Insurances

1. Employees may elect to participate in tax deferred retirement programs under section 403(b), (including Roth) and Section 457 of the Internal Revenue Code, consistent with the ESD Policy and IRS regulations.

2. All paraprofessional staff member paychecks will be direct deposited.

#### ARTICLE IV

##### Compensation

A. The basic salaries of paraprofessionals covered by this agreement are set forth in Schedule A, which is attached to and incorporated into this agreement. Schedule A reflects the salary schedule for each of the next three contract years: 2019-2020, 2020-2021, 2021-2022.

B. All paraprofessionals shall receive payroll checks in equal bi-weekly installments according to the payroll schedule developed and included in the Employees' Handbook each year.

C. Insurances

Upon written application by a staff member and subject to the underwriting rules and regulations of the insurance carrier(s), the paraprofessional staff shall have the following insurance programs available:

Health Insurance

Beginning July 1, 2019, the Board shall make available a high deductible insurance plan, with the following:

In 2019-2020, the Board pays the lesser of S-\$432, 2 Person-\$1,037, FF-\$1,296 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

In 2020-2021, the Board pays the lesser of S-\$441, 2 Person-\$1,058, FF-\$1,322 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

In 2021-2022, the Board pays the lesser of S-\$450, 2 Person-\$1,079, FF-\$1,349 or an amount that leaves the district below the State mandated cap as calculated by the district business office.

Board contributes \$750.00 for a single subscriber and \$1,500.00 for 2 person and Full Family to an HSA each year. This payment is made in January of each contract year.

The District's ability to implement cost savings adjustments with health insurance is restricted by the following considerations:

- a. In the event that alternative coverages or programs are being considered, the administration shall meet with the Federation negotiators to review and clarify all matters of concern.
- b. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the district.
- c. Confidentiality of claim experience will be maintained as in the past by the District, and any service providers.

d. The Board shall provide a written copy of the changes, or copy of the insurance policy to each affected staff member.

e. It is understood that no claim for any share of savings realized shall be made by the Federation during the life of the Board/Federation contract.

#### Dental Insurance

The Board of Education shall provide, without cost to the employee, full family dental insurance coverage. This coverage will be provided through an insurance program or alternatively through a self-funded/third party administered program.

Dental coverage as follows:

Class I - 100%

Class II - 80%

Class III- 80%

Class IV - not covered

Maximum benefits \$1,000/year each person

#### Vision Service Reimbursement Program

Beginning July 1, 2019, the Board shall provide up to \$250.00 each year for reimbursement of a vision examination and/or eyeglasses (lenses and frames) for employee or immediate family members. Reimbursement to employees shall be provided based upon submission of itemized billing from licensed providers.

#### Insurance Option

The Board shall provide a cash option in lieu of health, dental and vision insurance benefits. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$225 per month.

The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

#### Long-Term Disability Insurance

The Board of Education shall make available a Long Term Disability Plan for paraprofessional staff members covered under this agreement, subject to the following limitations:

- A. 90 consecutive days exclusion period.
- B. Benefits payable to age 65 or for a minimum of 5 years if disabled after age 60 but not to exceed age 70.
- C. 60% of average monthly salary to a maximum of \$2,000 per month with a minimum monthly benefit of \$50.
- D. Benefits reduced by benefits provided by governmental or other sponsored benefit programs.

The Board of Education shall assume 100 percent of the monthly premiums for the life of this agreement.

It is expressly understood and agreed that it is the responsibility of the paraprofessional staff group to maintain the minimum number of employees necessary to participate in the LTD Group Plan.

#### Life Insurance

The Board of Education will provide a \$20,000 Term Life Insurance policy for all full-time paraprofessional employees.

#### D. Tuition Reimbursement

Paraprofessional staff are encouraged to take college level courses to improve their skills as it relates to their position. Those courses directly designed to improve the paraprofessional capabilities and approved by the program supervisor will be eligible for partial tuition reimbursement under the following stipulations:

1. Application is made in writing to the program supervisor or the director of special education ten days prior to the first course meeting date. Written approval is required to be eligible for reimbursement and a response will be given to the employee within five calendar days.

2. Reimbursement for a maximum of nine semester credit hours or equivalent quarter credit hours per fiscal year.
3. The rate of reimbursement shall be 70% of actual costs for approved university level courses and 90% for approved community college level courses. Reimbursement will be based on successful course completion and on actual tuition receipts.
4. Other costs to include travel, books, fees, etc. are not eligible tuition reimbursement costs.

E. Continuing Education Stipend

Staff members who complete six semester hours or ten continuing education units (CEU's) will be eligible for the educational stipend if they have received prior approval for the hours from their immediate supervisor.

The education stipend will be \$400.00 per year for three years. There will be six total payments which will be made in January and September for the three years of the eligibility period. The payments will be \$200.00 per semester for each of the six (6) semesters. The payment will be added to the staff member's regular paycheck. The stipend will only be added at the beginning of a contract year or at the regularly scheduled January Board Meeting. When the three-year period has ended, the staff member immediately becomes eligible for an additional three years if they have completed the educational requirements (with prior approval) of six semester hours or ten CEU's within the previous three years. A staff member may only be eligible for one continuing education stipend at a time.

F. Stipend When No Teacher Is Present

In the event a paraprofessional staff member is assigned to conduct a class without a teacher present when a substitute is not available, a fifteen dollar stipend for each one-half day assignment and a thirty dollar stipend for each full day assignment shall be given. Stipends shall be included in the employee's regular bi-weekly paycheck.

The program supervisor shall assign paraprofessional staff members eligible for the stipend.

G. Employment Incentives

Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are determined appropriate by the Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive.

ARTICLE V

**Working Conditions:**

A. Individual contracts will be offered by May 15 of each year with a return date of June 1. The Board of Education shall notify the Union if an employee has failed to return his/her signed contract. The employee shall then have ten days to respond to the Union and the Board. Failure to respond by June 15 shall be considered a resignation by the employee. In the event the salary schedule is still under deliberation on the first working day of the new contract period, the staff member will be paid at the level in effect at contract expiration until a successor agreement is in effect.

Annual salary amounts may be prorated over the number of pay periods within the work schedule (twenty or twenty-six pays) elected by the employee.

B. Calendars

Calendars for years covered by this agreement shall be developed with input from the Union and attached to Schedule B when completed. The parties agree the negotiated agreement includes provisions for increased hours of instruction, as required by State law in subsequent years. Any additional days of work required shall result in a prorated increase in compensation beyond that set forth in Schedule A.

Staff members who work in classrooms for which a summer program is provided will have first opportunity to work in summer positions for those classrooms so long as they have not been given an unsatisfactory evaluation and have not been formally disciplined. Staff will be paid at the same rate of pay as they received during the preceding school year.

Paraprofessional Staff Calendar:

There will be one staff calendar. All staff will be issued 183 day contracts. The regular work day shall consist of seven hours.

Appropriate in-service will be made available to staff members as approved by the program supervisor during the year.

Should a staff member be assigned to a building or program following another school schedule, the supervisor will develop an individual written schedule with input from the staff member. In the event the local calendar requires additional days beyond that of Pied Piper, the individual schedule shall include the same number of work days as required for Pied Piper staff. Additional scheduled days off may be required to correspond with the local district calendar. Said schedule shall be filed with the personnel office and attached to the individual's contract.

C. The District may reschedule days lost in Educational Service District programs which the state does not count as days of student instruction. No additional compensation shall be provided employees unless the employee works more than the total number of working days provided in the calendar.

D. Work Schedule. Normal work hours of employment for employees shall be from 8:00 a.m. to 3:00 p.m. each scheduled day of work. The parties agree that normal work hours may be adjusted by increased instructional time required by state law. Student lunch is considered an instructional time. It is the teacher's responsibility to schedule an appropriate number of regular staff during this time. Providing the above guidelines are met, the staff may schedule one-half (1/2) hour non-student related lunch time between the hours of 11:30 a.m. and 1:30 p.m. One regular staff member is required during outside recess time.

Any paraprofessionals assigned to work in the ECSE program will have a work schedule that includes work hours from 8:00 a.m. to 3:30 p.m. with one-half (1/2) hour of unpaid, duty-free lunch as scheduled by the teacher between the hours of 11:30 a.m. and 1:30 p.m. each scheduled day of work.

E. The Director of Special Education shall approve reimbursement for the repair of broken glasses which results from accidents involving direct student contact providing that an accident report has been immediately filed with the Program Supervisor.

F. In the event an employee collects unemployment benefits for scheduled break periods (i.e., Christmas Break, Spring Break, Summer Break) during the life of this agreement, future contract amounts for said individual employees shall be reduced by the amount of unemployment compensation received. Such reductions shall be prorated over the length of the individual's contract period after unemployment benefits are received.

G. Emergency School Closings. In the event that a staff member is unable to report for work as required, the staff member shall notify their immediate supervisor and indicate whether a sick day, a personal day, or a day off without pay shall be taken in lieu of reporting for work on said day. Staff members shall not be permitted to use sick days to cover early dismissal days.

## ARTICLE VI

### **Employee Discipline, Discharge, and Non-Renewal of Contract**

For purposes of this contract, probationary employees shall be those individuals who have completed less than two full calendar years of employment as a member of the bargaining unit.

Employees shall comply with all rules, regulations, and directives presently in effect or adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or that of a student.

When a non-probationary employee is found to be in violation of this contract, or any rule, regulation or directive of the Board, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge. Depending on the severity of the violation, the Board reserves the right to suspend or discharge an employee immediately, or to issue an immediate written reprimand.

An employee, believing that they are to be disciplined shall have the right to representation by a designated Federation representative at a formal discipline conference. No such disciplinary conference or action shall be delayed for an unreasonable time until a representative can be present, and in no event shall the Board be restricted from taking any such actions as determined necessary to protect the rights and safety of students and others, pending the completion of the formal



conference. For purposes of this section, a formal conference is defined as one that has been prearranged.

Should a non-probationary employee be discharged for non-performance or inadequate performance of job responsibilities, such discharge must be preceded by:

--Notification by the supervisor to the employee that job performance is not acceptable.

--Notification that job performance must be improved and the consequences of the failure to do so.

--The opportunity for the employee to improve such job performance.

The discharge or non-renewal of contract for any probationary employee as defined in this section shall be at the sole discretion of the Board of Education or its representatives.

## ARTICLE VII

### **Notification of Vacancies and Transfers**

The Board shall notify the Union of vacancies requiring the addition or replacement of personnel. The notification will include a general description of the vacancy and the requirements for the position.

Bargaining unit employees expressing an interest in a new or different assignment shall notify their supervisor in writing of such interest. Consideration shall be given to such requests, with final assignments based upon the needs of the district.

Employees expressing an interest in a vacancy or a transfer to a new or different assignment will be given preference over an equally qualified candidate from outside the ESD. Seniority and qualifications will be factors in assigning an ESD employee to a different assignment within the ESD. Such assignments will be made from the district (ESD) employees when possible.

All summer employment positions will be posted on the main bulletin boards in the Central Office and at Pied Piper.

## ARTICLE VIII

## **Seniority, Layoff and Recall**

### **A. Seniority**

1. Seniority will be the length of continuous service from the latest date of hire with the Alpena-Montmorency-Alcona Educational Service District. Seniority shall not accrue during layoff but shall be frozen.
2. Upon request, a seniority list shall be prepared by the Board and submitted to the Union for written approval.
3. If the fiscal responsibility for an employee position is assumed by a local district and later resumed by the ESD, that employee shall be considered to have continuous service from the date of hire held prior to the transfer of position. This section applies only to those individuals continuously employed in the same position with both the ESD and the local district.
4. Length of continuous service will not be considered interrupted or affected by authorized leaves of absence with full pay. Seniority will not accrue but shall be maintained during authorized leaves of absence without pay.

### **B. Reduction of Personnel**

1. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified at least fifteen calendar days prior to the commencement of the layoff period.
2. The number of persons affected by the reduction will be kept to a minimum by not employing replacements for employees who resign or retire, unless the replacement is needed for a position for which other employees in the bargaining unit do not possess qualifications.
3. In the event that further reduction of personnel shall become necessary, the following procedure for determining the order of retention for all employees shall be:

- Those employees with the highest average performance evaluation (by percentage) for the most recent year who possess the necessary qualifications shall be retained.
- If two or more employees are found to have equal performance evaluation percentile ratings, the employee with the most seniority in the bargaining unit shall be retained.

C. Layoff Period

The layoff period for an employee shall be two years. After the layoff period has expired, all seniority and recall rights are forfeited.

D. Recall

1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
2. Laid off employees shall be recalled to first vacancy for which they are qualified in reverse order of layoff.
3. A laid off employee shall be considered laid off until they are reinstated in the district, refuses an offer from the Board for a full-time position for which they are qualified or fails to respond within fifteen calendar days of a written offer of a position made by the Board. An employee shall lose all seniority and recall rights in the event that he/she fails to respond to or refuses an offer required of recall.
4. Notification of recall shall be in writing with a copy to the Union. The notification shall be sent to the recalled employee's last known address by certified mail.
5. Sick days accumulated shall be reinstated at the time that an employee is scheduled to begin resumption of their duties. Sick days shall not accrue during a layoff period, but shall be frozen.
6. No new employees with the bargaining unit shall be employed by the Board while there are employees in the bargaining unit who are laid off, unless there is no laid off employee with the proper qualifications to fill a vacancy.

## ARTICLE IX

### Evaluation

For paraprofessionals who have been employed for less than two full school years, two written evaluations shall be completed annually, with the first evaluation completed by November 30 and the second completed by May 1. For paraprofessionals employed for more than two full school years, one evaluation shall be completed by May 1 annually. Additional evaluations may be planned at the discretion of the Program Supervisor, the lead teacher, or at the request of the paraprofessional staff member.

Evaluation of paraprofessional staff members shall be conducted jointly by the immediate supervisor (lead teacher) and Program Supervisor.

Access to the electronic evaluation will be given to the paraprofessional staff member prior to a personal conference with the staff member involved in the evaluation process. Following this conference, a copy of the written evaluation will be filed in the personnel file of the paraprofessional being evaluated.

If formal observations (including use of observation rooms) are involved in the evaluation, plans for the observation periods and notification to personnel involved must be made one working day in advance of each session. If additional observation periods would be helpful in the evaluation process, the Program Supervisor, the lead teacher, or the paraprofessional being evaluated may make this request.

## ARTICLE X

### Personnel Files

A. Each employee shall have the right, upon request, to review the contents of their own personnel file.

B. An employee must be requested to sign material related to evaluation and discipline in their file. Such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

## ARTICLE XI

### Grievance Procedure

#### A. Definitions:

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article.

1. The termination of services or non-renewal of contract of any probationary employee.
2. The decision regarding the transfer, assignment, or reassignment or qualifications of any employee.
3. Any matter involving the content of an employee's evaluation.
4. Any matter not specifically referred to in this agreement for which there is recourse under any state or federal statutes.
5. Approval or denial of any discretionary leaves of absence.
6. The terms, conditions, payment, or non-payment of claims, termination of coverage, eligibility and benefit levels under any insurance policy or benefit provided under this agreement.

The term "days" shall mean days of ESD operation as included in the Board adopted calendar.

B. The number of days indicated at each step are considered a maximum. Time limits will be strictly observed and may be extended only with the mutual written consent of all parties involved. In the event that a grievance is not initiated or is not appealed from one step to another within the timelines in the process outlined in this section, the grievance will be considered as being withdrawn or settled on the basis of the last decision given at the previous step. If the Board fails to respond to a grievance within the time limits specified, it shall be considered denied, with the aggrieved party having the option of moving to the next step in the process or accepting the Board's decision at that point.

C. Written grievances as required herein shall contain the following:

1. The written document shall be labeled as a grievance;
2. It shall be signed by the grievant or grievants;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. The Federation shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the program supervisor of each building to act as its representative at levels one and two as herein described and the Superintendent or his designated representative to act at levels three and four as herein described.

E. Grievance Procedure:

1. Step One - Informal

An employee alleging a violation of the expressed provisions of this agreement shall, within seven days of its alleged occurrence or of the time he/she should have been aware of its occurrence, orally discuss the grievance with his/her program supervisor.

2. Step Two - Written

a. Should the matter not be resolved informally in step 1 above, the grievant may file a written grievance within seven days of said discussion with the immediate supervisor.

b. Within seven days after receiving the written grievance, the program supervisor shall meet with the grievant and a Federation representative (if the grievant chooses) for discussion of the grievance.

c. Within seven days of the discussion, the program supervisor shall render his decision in writing to the grievant with a copy to the Federation.

3. Step Three - Written - Superintendent Level

a. If no decision is rendered within the timelines set forth at step two above or if the matter is not resolved to the satisfaction of the grievant, a grievance may be appealed to the Superintendent or his designee within seven days of the decision. Such appeal must be made by filing a written copy of the grievance along with any decision from steps one and two above.

b. Within ten days after receipt of the written grievance at step three, the Superintendent or his designee shall meet with the grievant (and the Federation representative if the grievant so chooses) for discussion of the grievance.

c. The Superintendent shall render a decision within seven days of the discussion with the grievant, transmitting a copy of the written decision to the grievant and the Federation.

4. Step Four - Arbitration

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Federation, provided written notice of the request for submission to arbitration is delivered to the Superintendent within nine calendar days after the date of receipt of the Superintendent's written decision at Step Three. Within seven calendar days after the date of the written notice to the Superintendent, the Federation must file a request for arbitration with the American Arbitration Association, or the grievance is closed.

The arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision in writing within thirty days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

F. Powers of the Arbitrator:

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator shall have no power to rule on any of the following
  - a. The termination of services or non-renewal of contract of any probationary employee.
  - b. The decision regarding the transfer, assignment, or reassignment or qualifications of any employee.
  - c. Any matter involving the content of an employee's evaluation.
  - d. Any matter not specifically referred to in this agreement for which there is recourse under any state or federal statutes.
  - e. Approval or denial of any discretionary leaves of absence.



f. The terms, conditions, payment, or non-payment of claims, termination of coverage, eligibility and benefit levels under any insurance policy or benefit provided under this agreement.

4. The arbitrator shall have no power to change any practice, policy or rule of the Board, or to substitute his/her judgment for that of the Board as to the reasonableness of any practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.

5. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7. There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be binding upon the Federation, its members, the employee involved, and the Board.

8. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

9. All arbitration hearings shall be held in the school district.

10. Claims for back pay: All grievances must be filed in writing seven calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the

employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within seven calendar days after receipt of the pay.

a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.

b. No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.

11. The arbitrator cannot grant relief extending beyond the termination date of this Agreement.

12. It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present Agreement and effective date of its successor.

13. The arbitrator may not make an award which, in effect, grants the grievant and/or the Federation that which it was unable to secure during collective negotiations.

## ARTICLE XII

### LEAVES

#### A. Sick Leave:

Upon employment, a staff member shall receive a bank of ten sick leave days to be used in case of personal illness or in the event of emergency illness of a member of the immediate family. Immediate family shall include: spouse, children or stepchildren, parents or members of the immediate household. Sick leave for other extended family must be requested in a conference with the program supervisor. Each full-time paraprofessional staff employee on a regular school contract will receive a maximum of ten days per school year. Days may be taken in whole or one-half day increments. Unused sick days shall accumulate up to and including ninety days for each employee. If possible, notification of illness or sick leave should be given by the employee the evening before the sick day. Notify designated office no later than 7:30 a.m. The Board

reserves the right to request a physician's return to work statement if individual staff member's absenteeism is excessive. The Board shall reimburse the staff member for unreimbursed costs of securing the physician's statement.

For employees hired after July 1, 2011:

There will be eight sick days per year. Unused leave days may be carried over into the employees' sick day bank for the following year.

In recognition of service to the ESD and in an effort to maintain a low absenteeism rate, staff who have worked a minimum of six consecutive years as a paraprofessional staff member shall all be eligible for the following cash awards:

1. For each year after the sixth year, the staff member shall be eligible for an amount equal to one-fourth of their daily rate of pay times the number of unused sick days for that year.
2. If the staff member is not at the maximum number of ninety days, the staff member can choose to either bank the days or receive the pay stipulated in step one.
3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

**B. Work Related Injury Leave:**

In the event of work related injury, sick leave can be used up until the date worker's compensation payments start. Days the employee is paid by the ESD worker's compensation carrier will not be counted against sick leave.

Continuation of insurance benefits will be provided for six monthly billing periods during the period in which the leave is granted. A paraprofessional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that they pay all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy.

Staff members must file a written report with the program supervisor for all work related accidents and/or injuries.

C. Leave Days:

Up to two days of leave shall be granted annually. These days may be taken in ½ or full day increments. Unused leave days may be carried over into the employees' sick day bank for the following year. The employee must submit a request for leave to his/her supervisor in advance.

D. Bereavement Leave:

Staff members absent from duty because of a death in the immediate family (defined as: spouse, significant other, children or step-children, loss of pregnancy, employee's and spouse's parents or step-parents, employee's and spouse's brothers or step-brothers, employee's or spouse's sisters or step-sisters, and/or maternal or paternal grandparents or grandchildren) will be granted a leave of up to four paid days per occurrence. These days are non-cumulative and are independent of sick days. Length of bereavement leave and leave for deaths of other may be granted with the approval of the program supervisor in conjunction with the Superintendent.

E. Child Care Leave:

This section is not intended to diminish the employee's rights under FMLA. A paraprofessional staff member shall be granted a child care leave without pay for a period not to exceed one-school year, subject to one renewal at the discretion of the Board, upon request of the staff member for the purpose of caring for a child.

The application for child care leave shall be filed with the immediate supervisor at least sixty days prior to commencement of leave. The request shall be filed in writing and shall indicate the length of the requested leave. The approval shall specify when the employee must notify the district in writing of their intent to return.

The employee may require notice accompanied by a doctor's statement certifying his/her fitness to return.

For extended leaves of ninety school days or more the employee, upon return, will be placed in a position for which they are qualified. For leaves of less than ninety school days, the employee will be placed in their former position if the position still exists. During an extended unpaid leave of absence, those longer than ninety school days, the following conditions shall apply:

1. Salary increments shall not accrue;
2. Sick leave shall not accrue;
3. Seniority shall not accrue, but shall be maintained.

At the termination of a leave if an employee does not return and/or no extension is granted, the employee's removal and termination of employment become automatic.

F. Jury Duty:

In the event a staff member is required to serve jury duty, the person will be granted this leave. Staff shall reimburse the ESD for all per diem payments received from the courts.

G. Family and Medical Leave Act (FMLA)

The District will comply with all provisions of the Family Medical Leave Act (FMLA). FMLA leave shall run concurrently with any other medical or disability leave for the employee or for a medical or disability leave associated with the Paraprofessional staff member's spouse, parent or child.

H. All Other Leaves:

If leaves other than those defined above are desired, each request must be made in writing and discussed with the Program Supervisor. Each case will be brought to the attention of the Director of Special Education and the Superintendent by the Program Supervisor and will be reviewed and a decision reached. In the event the request requires a change in the individual employment contract, the Board will make the final determination. The approval shall specify when the employee must notify the district, in writing, of his/her intent to return.

During an extended unpaid leave of absence of ninety days or more, the following conditions shall apply:

1. Salary increment shall not accrue;
2. Sick leave shall not accrue;
3. Seniority shall not accrue, but shall be maintained.

At the termination of a leave, if an employee does not return and/or no extension is granted, the employee's removal and termination of employment become automatic.

I. Maintenance of Insurance - Leaves of Absence:

In the event an employee is granted an unpaid leave of absence for a period in excess of 30 days, they may continue the fringe benefits provided by the Board by paying the monthly premium amounts to the ESD Business Office prior to the next due date for premium. Continuation of insurance benefits is subject to insurance company policies and procedures. It is the responsibility of the individual staff member to notify the Business Office of their desire to continue insurance coverages.

ARTICLE XIII

Negotiation Procedures

A. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the membership of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such final ratification.

B. Ratification of a contract between the Board and Local #4742 is to be determined solely by the Board and Local #4742 membership.

ARTICLE XIV

No Strike Clause

During the term of this Agreement, the Union shall not authorize, cause, or engage in, or sanction any staff member or group of staff members, strikes, picketing, or refusal to perform the duties of employment by any staff member or members and no staff member shall cause or participate in a strike, picketing or refusal to perform the duties of their employment.

In the event of any action in violation of this Article, the Union shall advise any and all staff members involved that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties. The Union shall further take any and all other reasonable actions within its power to bring the activity to an end. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

The Board shall have the unlimited right to discipline, to the maximum extent permitted by law, any staff member for taking part in any violation of this Article. In addition, the Union or any employee or employees violating this provision may be held liable by the Board for any and all damages, injuries and costs incurred for other than unfair labor practice charges as upheld by MERC.

This Article is not only in effect during the life of this agreement, but also during any mutually agreed upon extension thereof between the parties.

The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

#### ARTICLE XV

##### **Entire Agreement Clause**

This contract constitutes the sole and entire existing contract between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment to this agreement. All matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

#### ARTICLE XVI

##### **Miscellaneous Provisions**

A. If any provision of this Agreement or any application of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and

ARTICLE XVII

**Duration of Agreement:**

This agreement represents the entire agreement between the Board and the Union and shall become of full force and effect from July 1, 2019 and shall continue in full force and effect until 12:00 a.m. midnight June 30, 2022.

Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 23<sup>rd</sup> day of April, 2019.

AMA Paraprofessional Federation

by *April Whitcell*  
Chief Spokesperson

by *Donna Pfeiffer*  
Negotiations Representative

by *Angela Gagnon*  
Negotiations Representative

Board of Education

by *Scott Reynolds*  
Chief Spokesperson

by *Amanda Canute*  
District Negotiator

by *Melissa Cook*  
District Negotiator

by *Mary Zeno*  
District Negotiator



subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

B. Four original signed copies of this Agreement shall be provided, with the Board receiving two and the Federation receiving two. The Board of Education shall provide the Federation with three additional copies and provide each member of the bargaining unit with a copy of the Agreement. Additional copies shall be provided at a reasonable cost determined by the Board of Education.

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

D. As stipulated under MCL 423.215 (7), an emergency manager may be appointed under the local financial stability and choice act, PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. This provision is included as required by law but as a prohibited item was not negotiated as a part of this contract.

Schedule A

2019-2020

Step	
1	16,930
2	17,572
3	18,266
4	19,010
5	19,920
6	20,772
7	21,679
8	22,639
9	23,602
10	24,564
11	25,736
13	28,840
16	30,407
20	31,975

2020-2021

1	16,930
2	17,572
3	18,266
4	19,010
5	19,920
6	20,772
7	21,679
8	22,639
9	23,602
10	24,564
11	25,736
13	29,489
16	31,091
20	32,694

2021-2022

1	16,930
2	17,572
3	18,266
4	19,010
5	19,920
6	20,772
7	21,679
8	22,639
9	23,602
10	24,564
11	25,736
13	30,153
16	31,791
20	33,430

# Memo of Understanding

**DATE:** August 20, 2019

**RE:** Work Conditions - Lunch Schedule

Under ARTICLE V, Section D, page 12 of the Master Agreement it states:

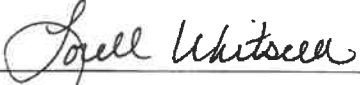
“Providing that the above guidelines are met, the staff may schedule one-half (½) hour non-student related lunch time between the hours of 11:30 a.m. and 1:30 p.m.”

Under mutual agreement between the AMA ESD Board of Education and the AMA ESD Paraprofessional Federation, Local #4742, this section of the contract shall be amended to remove the time parameters, to read as follows:

“Providing that the above guidelines are met, the staff may schedule one-half (½) hour non-student related lunch time.”

  
\_\_\_\_\_  
Board of Education/Chief Spokesperson

8-21-19  
DATE

  
\_\_\_\_\_  
AMA Paraprofessional Federation/Chief Spokesperson

8.20.19  
DATE

# Memo of Understanding

Between the AMA ESD Paraprofessional Federation, Local #4742 and the  
AMA ESD Board of Education.

**DATE:** December 11, 2020

**RE:** COVID-19 Sick Leave

The Families First Coronavirus Response Act (FFCRA) and the Emergency Paid Sick Leave Act (EPSLA) affords qualifying members paid leave related to COVID-19. FFCRA is expiring December 31, 2020; it remains unclear at this time as to whether it will be extended. For the safety and well-being of students, staff members and the community at large, this MOU is provided in the absence of any extension of FFCRA/EPSLA or related paid COVID-19 leave for the period of January 4, 2021 to June 30, 2021. Furthermore, this MOU shall not be considered precedent setting.

## **A. Qualifying Reasons for AMA COVID-19 Leave:**

- a.** An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee is:
  - i.** Subject to a federal, state, or local quarantine or isolation order related to COVID-19.
  - ii.** Advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - iii.** Experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - iv.** Caring for an immediate family member subject to a quarantine order or have been advised to self-quarantine.
  - v.** Caring for his or her child, and the school has been closed or child care is unavailable, due to COVID-19.
  - vi.** Experiencing symptoms similar to COVID-19 specified by the Secretary of Health and Human Services.

**B. Amount of AMA COVID-19 Leave Available:**

- a. Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:
  - i. 100% for qualifying reasons

C. Therefore, under mutual agreement between the AMA ESD Board of Education and the AMA ESD Paraprofessional Federation, Local #4742, as signed below, it is agreed that the details outlined in this memo of understanding shall constitute a shared understanding, effective January 4, 2021 and expiring on June 30, 2021. In the event state or federal agencies provide an expansion or renewal of the FFCRA, or implement a different policy that provides employees with paid sick leave, this agreement will become null and void--with the following exception:

- a. Any leave used under this agreement shall be applied to count against any other COVID-19 related leave granted by state or federal agencies to the extent allowable by law. For example, if an employee uses two days of leave under this agreement and an extension of EPSLA is later granted for ten days, said employee will have eight days remaining.
- b. In the event any state or federal agencies provide an expansion or renewal of FFCRA that is less than the 2 weeks of AMA COVID-19 Leave days as stated, AMA ESD will maintain an allocation of AMA COVID-19 Leave days that brings the combined total to a sum of 2 weeks. For example, if FFCRA is renewed for one week, then one week of AMA COVID-19 Leave would be added to bring the total to two weeks, (with an adjustment for any used days as outlined in C(a)).

*Scott Reynolds*

Board of Education/Chief Spokesperson

12/11/2020

DATE

*Lorell Whitscell*

AMA Professional Federation/Chief Spokesperson

12/11/2020

DATE