

MASTER CONTRACT

2009-2012

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SCHOOL DISTRICT

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT SCHOOL DISTRICT

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

PARAPROFESSIONALS, TRANSPORTATION DRIVERS,
TRANSPORTATION RIDERS, AND SIGN LANGUAGE
INTERPRETERS
MFT, AFT, AFL-CIO

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CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

CHEBOYGAN-OTSEGO-PRESQUE ISLE BOARD OF EDUCATION
AND

C. O. P. PARAPROFESSIONALS, TRANSPORTATION DRIVERS,
TRANSPORTATION RIDERS AND SIGN LANGUAGE INTERPRETERS
MFT, AFT, AFL-CIO

MASTER CONTRACT

THIS AGREEMENT, entered into between the Board of Education of Cheboygan-Otsego-Presque Isle Educational Service District, Indian River, Michigan hereinafter called the "Board" and C. O. P. Paraprofessionals, Transportation Drivers, Transportation Riders and Sign Language Interpreters MFT, AFT, AFL-CIO, herein after called the "Federation."

ARTICLE I
RECOGNITION

Pursuant to Act 336, Public Acts of 1965, as amended, the District hereby recognizes the Federation as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for teacher paraprofessionals including:

All Paraprofessionals, Transportation Riders, Transportation Drivers and Sign Language Interpreters

But excluding:

Superintendent, Assistant Superintendent, supervisory employees, teachers, and support personnel including Secretarial, General Staff, Custodial staff and substitute employees of any kind.

Section 1: Work performed by members of the bargaining unit shall not be assigned to persons outside the unit without the consent of the Union. Starting with the 1995-96 school year, work performed by members dealing with transportation may be sub-contracted.

Section 2: Establishment of new positions or functions related to Paraprofessionals, Transportation Drivers, Transportation Riders and Sign Language Interpreters shall be negotiated with the Union before such positions may be filled or assigned salary designations.

Section 3: All personnel hired to fill such positions or perform such functions shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement.

Article I, Recognition, Continued:

Section 4: Fair Employment Practices

This Agreement shall be applied uniformly to all employees within the bargaining unit.

The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Union.

The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities or prior membership or past participation in the activities of any employee organization.

The Employer, recognizing that well-qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements.

ARTICLE II
EFFECT OF AGREEMENT

Section 1: The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2: If any provision of this agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s).

ARTICLE III
NEGOTIATION PROCEDURES

Section 1: Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the Employer and the Union.

Section 2: Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representative will be clothed with all necessary

Article III, Negotiation Procedures, Continued:

power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

Section 3: After ratification of this agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conference shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

ARTICLE IV
GRIEVANCE

Section 1: A claim by an employee or the Federation that there has been violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance.

Section 2: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- The termination of services of, or failure to re-employ, any probationary employee.
- Items not covered by Contract may be placed on the agenda of the next regular COP ESD Board of Education meeting by request of the employee.

Section 3: The Federation shall designate a committee whose spokesperson may assist in handling grievances when requested by the grievant. The Board hereby designates the Director of Special Education or his/her designee to act as its representative at Level One as hereinafter described.

Section 4: The term "days" as used herein shall mean days in which the Educational Service District office is in operation. This time definition may be extended by mutual written agreement.

Section 5: Written grievances as required herein shall contain the following:

- It shall be signed by the grievant or grievants.
- It shall contain a synopsis of the facts giving rise to the alleged violation.
- It shall cite the section or subsections of this contract to have been violated.
- It shall contain the date of the alleged violation.
- It shall specify the relief requested.

Article IV Grievance, Continued:

Any written grievance not in accordance with the specified time limitations may be rejected as improper and have no further recognition. Such a rejection shall not Article IV, extend the limitations hereinafter set forth. If a grievance is rejected for not meeting the specified requirements as stated above, it may be resubmitted one time by being returned to the grievant(s) with notation of impropriety and changes needed to meet requirements. Upon acceptance of the corrected grievance, the following procedure will be followed:

Section 6: LEVEL ONE - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the Director of Special Education and/or General Education or his/her designee in an attempt to resolve the same. The employee shall notify the designated representative of the Federation of his/her grievance and may request his/her presence at the presentation of the grievance at the employee option. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Section 7: LEVEL TWO -A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One, which may contain the endorsement thereon of the approval or disapproval of the Federation. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Federation representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the Federation secretary, the Director of Special Education and/or General Education and place a copy of same in a permanent file in his/her office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Federation, the grievant shall, within ten (10) days, appeal same to the Superintendent and the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

Section 8: LEVEL THREE - Upon proper application as specified in Level Two, the Board shall allow the employee or his/her Federation representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing.

Section 9: LEVEL FOUR - If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Federation with a copy submitted to the Superintendent.

Article IV Grievance, Continued:

If the decision by an arbitrator is split, the arbitrator's fees will be split on a percentage basis to be determined by the arbitrator. If the decision by the arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against Article IV, whom the arbitration decision is made.

ARTICLE V
FEDERATION DUES AND SERVICE FEES CHECK-OFF

- A. Upon filing with the Employer a written authorization form for payroll deductions, signed by the employee, the Employer agrees during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues or fees representing the proportionate share of collective bargaining costs as determined by the federation from time to time (herein called service fees), levied in accordance with the Constitution and By-Laws of the Federation, from the pay of such employee who is on current Cheboygan-Otsego-Presque Isle Educational Service District payroll.
- B. Deductions, in accordance with Paragraph A of this Article, from fifteen (15) paychecks, shall be in the amount stipulated by the Federation and shall commence with the first paycheck issued in October of each year. No more than two (2) deductions will be made per month.
- C. The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within twenty (20) days following the last deduction of the month, to the Treasurer of the Federation.
- D. The Employer shall forward to the Federation a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five (5) business days after they are determined. Further, the Administration shall notify the Federation of any employee in the bargaining unit entering or leaving employment.
- E. The Federation agrees at least ten (10) days prior to the beginning of each school year to give written notification to the Employer of the amounts to be deducted in that year for Federation dues or service fees as described in Paragraph A under such authorization covering Federation dues. The Federation further agrees to notify the Employer at additional times as may be necessary of any changes in the Federation dues or collective bargaining costs.
- F. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE VI
FEDERATION SECURITY

The Employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Federation, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf.

Within ninety (90) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues.

Any member of the bargaining unit who has not joined the Federation and executed an authorization for deduction of Federation dues during such period, or having joined, has not continued to pay Federation dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Federation from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation.

The Board agrees to provide a copy of the Master Agreement to each employee, at Board expense. This shall constitute notification of provisions of the above stated requirement.

Failure within the above stated ninety (90) days to deliver authorization for deduction of either new Federation dues or the above described service fee will cause the Employer to automatically deduct the amount from his/her pay. The amount in question will be determined by the Federation, the Administration and the Employee.

In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Federation by the applicant as a precondition to re-employment.

In the event of any legal action against the Employer, individual Board member or administrator, brought in Court or an administrative agency because of its compliance with this Agreement, the Federation agrees to hold the Employer, individual Board member or administrator harmless and defend such action at the Federation expense and through its counsel or mutually agreed counsel.

FEDERATION BUSINESS DAYS:

It is agreed by the Board that the Federation members shall be granted leave time for no more than twelve (12) days total, with individual members using no more than

Article VI, Federation Security, Continued:

four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Federation. It is further agreed by the Board that the Federation shall have access to and use of meeting space, equipment and bulletin board space in the work facilities for Federation purposes.

ARTICLE VII
DISTRICT RIGHTS

Section 1: The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by the Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom, revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in or conferred upon it from any source whatsoever, provided, however, that all the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provision to this Agreement and by State and Federal laws including, but not limited to Act 379 of the Michigan Public Acts of 1965. Board policies shall in no way be in conflict with the provisions of this Agreement.

Section 2: Academic Freedom

Employees shall be free to discuss issues and present materials within the work place, which they feel are pertinent and beneficial, as long as such discussions are held during non-working times.

When an employee speaks or writes as a citizen, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not on behalf of the district.

When an employee, acting under the rights granted in this Agreement, is subjected to court action with respect to exercise of those rights, the employer agrees to take such steps as are open to it in support of such employee and in deference of the contract provision(s).

Article VII, District Rights, Continued:

Section 3: Personnel Files

Employees shall be permitted to inspect all the contents of their personnel file. As recommended, two files shall exist. One shall contain all pertinent employment records, attendance, payroll records and evaluations. A second not available to the public will contain information deemed restricted and shall contain date of birth, medical data and other information deemed 'sensitive'. The employee shall have access, upon request, of both files.

Any material not shown to an employee and initialed by him/her (which initialing shall signify only that the employee has read the material and not that he/she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in a grievance or any disciplinary action against such employee.

No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.

Section 4: Evaluations

Employee Evaluation: All employees upon employment and at the beginning of each school year will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.

Observation: An employee will be informed in advance of the day on which he/she is to be formally observed in order that the objectives or purposes of work period being observed may be discussed in advance between the parties.

Probationary Employees shall be observed for the purpose of evaluation at least two (2) times during the first ninety (90) calendar days of employment. These observations will occur at least once during the first thirty (30) days providing that said observations shall not unduly interfere with the normal work process.

Seniority Employees will be observed for the purpose of evaluation at least once every two (2) years and the employee may request one sooner.

Formal evaluations will be conducted by the employee's administrator or their designee familiar with the employee's work.

Within a reasonable time after the observation, the employee will receive a written report of the observation, followed by a conference between the parties.

Article VII, District Rights, Continued:

At said conference and on the written evaluation, the evaluator will avoid generalities and specifically point out the employee's strengths and weaknesses and make suggestions for improvement.

Prior to placement in the employee's file, the written evaluation shall be submitted to the employee for additional comments. The comments shall be incorporated into the final evaluation.

All copies of the final evaluation will be signed by both the employee and the evaluator. There shall be no additions, deletions, or corrections after the signatures are affixed.

Copies of evaluations shall be furnished to prospective employers upon request of the employee at the employee's expense.

Section 5: Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right in such instances to request the presence of a union representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance. The employer shall have a similar right to include a representative of its choice at such a meeting. These meetings will occur during working hours or time when the employee and the representative will be compensated.

In order to ensure that the employee is aware of work related difficulties the employer will use a system of progressive discipline except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from the same.

Section 6: The Union, and its representatives shall have the right to use the C. O. P. buildings at all reasonable hours for meetings. Such use shall require that the Union follow established building scheduling procedures.

Section 7: A copy of all official regular Board meeting minutes shall be given to the Union President within a reasonable time following all regular school board meetings.

Section 8: Duly authorized representatives from the Union shall be permitted to transact official Union business on the C. O. P. property at all reasonable times, provided that this shall not interfere with or interrupt normal C. O. P. operations.

Section 9: The Union shall have the right to post notices of its activities and matters of Union concern on adequate bulletin boards located in mutually agreed areas of C. O. P. School District buildings. Said notices and other materials may also be circulated through office (not U. S. Postal) mail services.

Article VII, District Rights, Continued:

Section 10: The Employer shall make available to the Union within a reasonable time any statistics, records, work schedules or other information which the Union needs for preparation of bargaining demands, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement.

Section 11: The Union shall have the right to investigate, at the employee's request, any complaint arising out of the employee's assignment which the employee feels may adversely affect their status. After such investigation, the Employer and the Union shall call a meeting between the appropriate parties in order to affect a mutually agreeable resolution of the issue(s).

ARTICLE VIII
ASSIGNMENTS. VACANCIES. PROMOTIONS. TRANSFERS

Section 1: All vacancies shall be filled by the most qualified applicant. For the purpose of this Agreement, qualifications shall be considered to be a function of formal training and applicable (or related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally.

Where the qualifications of two or more applicants for a job vacancy are found to be substantially equal by the Employer, the vacancy shall be filled by the applicant with longest seniority in the district.

Section 2: Whenever any opening in the C. O. P. shall occur, the Employer shall publicize the same by:

- Giving written notice of such vacancy to the Union ten (10) working days in advance of outside advertising of such vacancy; and
- Post such vacancy on the bulletin boards at all work sites simultaneously with written notice to the Union.
- During the summer, members will be notified by mail. Employees have the responsibility to provide change of mailing addresses for this notice.

Section 3: The Employer continues its support of a policy of promotions from within its own staff, including promotion to supervisory and executive levels, subject only to the provision of Section 1 above. If a staff member is not selected for a position, they shall be notified of the reason for non-selection upon their request.

Section 4: Transfers within a building or between buildings shall be available, provided positions are vacant, at the request of the applying employee subject to the provisions of Section 1 above. The employee requesting transfer to vacant position must request such in writing by the last day of the vacant position posting deadline.

Article VIII, Assignments, Vacancies, Promotions, Transfers, Continued:

Section 5: In the event that an employee must be involuntarily transferred, the employee with the least seniority shall be transferred.

Section 6: When a vacant position is filled, the President and the Treasurer of the Union will be notified within five (5) business days.

Section 7: For summer employment of operated classroom programs, the selection process will follow these priorities:

- All employees who worked the previous summer
- SCI classroom paraprofessionals
- Other paraprofessionals
- Other Federation members
- Outside personnel

For summer employment of Transportation Driver and Transportation Rider, the selection process will follow these priorities:

- All employees who worked the previous summer.
- Employees currently in the same job classification on the bus.
- Transportation employees currently working other job classification on the bus.
- Other Federation staff members.
- Outside personnel.

If summer paraprofessional and transportation positions cannot be filled by April 30, despite diligent efforts to do so, existing paraprofessional/transportation staff may be required to fill summer positions. The Federation and administration shall agree upon procedures which will involve the lowest seniority staff members who will be required to fill these positions. This procedure shall be rotated yearly in such a manner so that the staff who worked the previous summer will not be required to do work. All Federation employees who decline summer work are not eligible for unemployment under this contract.

ARTICLE IX
JOB SHARING

Intent: The purpose of Job Sharing is to accommodate employees on payroll, not to increase employee head count.

- A. Job Sharing is defined as one full-time job being shared by two or more Federation members. The person initiating the Job Share positions must have been an employee for at least one (1) year.
- B. Job Sharing is voluntary and requires the consent of the employees, employer and Federation. The employer will determine the suitability of employees' for Job Sharing, i.e. compatibility.

Article IX, Job Sharing, Continued:

- C. Candidates for job sharing assignments must meet the qualifications required for the position.
- D. Compensation and benefits for the employees shall be prorated in accordance with the percentage of the work performed by each job sharing member. Disability coverage will be available to employees working 50% or more of the 1,281 hour contract.
- E. Employees who job share will receive prorated seniority and prorated salary credit and shall share fringe benefits not to exceed the cost of one full family coverage benefit package. Employees on share time will have the option to pay their share of fringe benefits via payroll deduction or in a lump sum payment on the date the job share position begins.

The seniority listing shall be revised: Initial date of hire will be retained. A credit system will be added to the existing seniority system with one full year service equaling one year's credit. A full year will be defined as 1,281 hours.

Credit (as explained in E1) for pay step increases must be accumulated in full-year units by January 1 to be eligible for movement for that contract year. January 1 changes shall be effective for the balance of that year. Salary computation shall change only on January 1 or beginning of the school year and shall be in full-year credits only.

- F. The responsibilities of the job sharing assignment shall be divided and allocated according to a plan designed and agreed upon by the job sharers and their supervisor. This will be reviewed by the superintendent (or his/her designee) and the Federation.
- G. Job Sharing shall be regarded as a permanent position, similar to any other full time or part-time position. Job Sharing terminates when one of the employees voluntarily quits his/her part of the position. Job Sharing positions will normally be made at the beginning of the school year.

It will be recognized by the parties that if one of the job sharers terminates employment or become incapacitated or otherwise unavailable, the employer must be free to:

- First: Offer to increase the work week of the remaining job sharer(s).
- Second: To recall a laid-off employee who is fully qualified to fulfill the job sharing position.
- Third: To accept a transfer to the assignment or hire from outside.
- Fourth: If all the above fail, the position would revert to a full time assignment for the balance of the school year.

Article IX, Job Sharing, Continued:

- H. The employer shall retain the option to terminate job sharing arrangements which are not working satisfactorily, after the employer attempts to resolve the problems through review, monitoring and evaluation.

When a job sharing assignment is terminated at the instigation of the employer:

The higher seniority employee shall be entitled to hold the position and the other employee shall be entitled to exercise bumping rights.

If disciplinary action or long-term suspension is exercised by the employer against either employee, the employer must exercise the option as outlined in G. above before terminating the job sharing assignment.

ARTICLE X
SCHEDULES AND HOURS

Section 1: The school year shall begin July 1 and end June 30 of each year.

Section 2: A school calendar shall be provided in August for the fall and winter program and by May 15 for the summer program.

Section 3: Full-time Special Education Paraprofessionals of the Cheboygan-Otsego-Presque Isle Educational Service District will be expected to work 183 days. Personnel who take the option of summer employment for programs for students with severe cognitive impairments will work 183 full days, plus days and hours needed to meet state requirements for SCI programs beyond the regular school year calendar. Personnel signing contracts for other than 183 days shall be compensated at the same hourly rate, based on the negotiated employee salary schedule. Hourly compensation shall not be less than the hourly rate paid during the 183 day contract. Extra days worked, with Administration approval, shall be reimbursed at the employees' hourly rate, including employees considered to be in a training situation. Transportation Drivers and Riders will work the number of days school is in session during the regular year.

Any additional responsibility that requires work beyond the normal work day shall be negotiated by the Federation Negotiating Committee, Administration, COP Board of Education Bargaining Unit, and the individual involved. All overtime shall be pre-approved in writing by an appropriate administrator.

Section 4: The basic C. O. P. work week shall be Monday through Friday; the basic C. O. P. work day for paraprofessionals shall be seven (7)

Article X, Schedules and Hours, Continued:

continuous hours including lunch time. The work time for Transportation Drivers and Transportation Riders will be on an hourly basis.

The work time for Transportation Drivers and Riders will be a guaranteed number of hours per day. Prior to the beginning of the school year, the Federation President and/or his/her designee and the Director of Special Education or his/her designee will analyze each route and agree to the number of hours each run will take. Transportation Drivers and Riders will be allowed to choose routes by seniority at the start of the school year and on January 1st. If a route becomes open during the school year, Transportation personnel may bid on the opening by seniority and classification time.

Further, in the event that an existing situation makes it necessary to combine bus routes on a temporary basis, no employee will lose work time.

Any time Transportation Riders and drivers work beyond the guaranteed hours due to certified and acceptable extenuating circumstances (extreme weather, breakdowns, etc.) they will be paid at their normal hourly rate. Extra time will be rounded to the nearest 1/4 hour after the first five minutes of the 1/4 hour worked.

Section 5: Paraprofessionals shall have two (2) fifteen (15) minute breaks within the school day. The Educational Service District will make diligent efforts to have these breaks during the time period students are in attendance. Schedule for breaks will be developed by each classroom group. Personal use of phone/cell, texting, email, Internet, and other personal electronic devices will be limited to break periods and supervisor discretion.

Section 6: A preparation day is to be included in scheduled work days.

Section 7: Work beyond the basic work week or basic work day shall be assigned upon the mutual consent of the parties, and shall be compensated by:

- A. Per Administrative request for a single occurring event, comp time off from regular work duties within a two week period or extended upon mutual agreement due to a scheduling conflict.
- B. For work beyond the regular work schedule that occurs on a continuing basis, the employee will be compensated on a pro-rata basis of the employee's regular salary. All work beyond regular work hours requires preapproval by appropriate administrator and will require documentation on the regular bi-weekly time sheet.

Article X, Schedules and Hours, Continued:

- C. In the event that additional project work is made available, no additional benefits will be earned. The work will be posted as available, candidate selection based on skills required for project and an agreement will be signed. Documentation of work time is required on regular bi-weekly time sheet.

Section 8: The board shall reimburse the employee for all reasonable costs of the employee's personal property (i.e. glasses, clothing) damaged during working duties, and while engaged on behalf of the Board. The employee must report the incident to his/her immediate Supervisor and complete an Incident Article X, Schedules and Hours, Report within five (5) working days. Reimbursement will be made using the Expense Reimbursement form and procedures.

Section 9: Professional Development for Specialized Training

COP ESD employees of this Federation provide an extensive range of specialized services. In order to further the practice of these services, training shall be provided by qualified instructors when the Federation and the administration deem it necessary. The Federation reserves the right to request specific training as needed.

Employees will be notified of professional development through current method of notification used for other staff.

Professional development requests will be considered based on relevance to daily job responsibilities as approved by direct supervisor.

MEDICALLY FRAGILE STUDENTS

If the Educational Service District has a medically fragile student requiring services that potentially could be interpreted as medical in nature, the following procedure will be followed for each student or new situation:

A committee will be set up at the beginning of the school year or when mutually deemed appropriate by the federation and administration comprised of the following representation:

- Paraprofessional (Union Selected)
- Teaching Staff
- Administration
- Appropriate written medical information provided by the student's physician will be accepted in lieu of physician's presence at the meeting.

Article X, Schedules and Hours, Continued:

This committee will have the responsibility to determine:

- Is this procedure or service reasonable for school personnel to perform or does it have to be done by medical people?
- If A. (above) is determined to be reasonable, what training is necessary? What back-up provisions are necessary? How will it be provided and for whom?

The training will be implemented.

- Teams will be designated to provide the service and all members will participate. Paraprofessionals may be designated as team members.
- Employees of this Federation will not be required to provide this service until appropriate training has occurred.

ARTICLE XI SENIORITY

Section 1: All seniority covered by this agreement shall be credited for each day worked for all employees.

Section 2: Seniority shall be applied within a job classification (Paraprofessionals, Transportation Drivers, Transportation Riders, and Sign Language Interpreters) and on a system-wide basis. Substitute employees do not acquire seniority.

Section 3: System-wide seniority shall be determined for each employee as his/her last date of hire on a system-wide basis, with regard to fringe benefits (i.e., retirement, sick days, longevity, vacation allowance as specified herein). A Seniority list will be published each September and given to the Federation for approval. Should no question arise as to placement, times dates, etc., the produced list will be deemed to be accepted and official after 30 working days.

Section 4: Job classification seniority shall be determined for each employee effective his/her first day assigned to the job classification provided the employee has successfully completed his/her trial or probationary period.

Section 5: An employee who has moved from one job classification and moves back to his/her former job classification shall maintain his/her full system-wide seniority.

Section 6: Absences from work due to illness, accident, leave of absence or lay-off shall not be construed as a break in continuous service except as hereinafter provided.

Article XI, Seniority, Continued:

Section 7: In the event an employee is transferred to a position under the Board not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, she/he shall have accumulated seniority while working in his/her position to which he/she was transferred. Employees returning to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 8: Probationary Employees -There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the first ninety (90) consecutive calendar days of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). The probationary period for any employee may be extended by the employer for up to ten (10) days. If more than one employee is hired on the same day, their seniority will be determined by lot. An employee will not be eligible for any fringe benefits of health, dental, disability or leave days of any kind, during the probationary time.

Section 9: Probationary employees shall receive the same rights and benefits afforded to all other employees in the bargaining unit unless specifically excluded elsewhere in this Agreement (Section 8 above).

Section 10: An employee shall lose his/her seniority for the following reasons:

- He/she resigns or retires.
- He/she is discharged and the discharged is not reversed through the grievance procedure.
- He/she fails to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

ARTICLE XII
LAY-OFF

Section 1: The word "lay-off" means a reduction in the working force due to a decrease of work or operating funds or loss of grant money or loss of special deviations.

Section 2: In the event of a lay-off, the order of lay-off shall be: first, temporary employees; next, probationary employees; next, other employees within the classification in accordance with their seniority.

Section 3: The Board shall provide all employees with thirty (30) days notice prior to any lay-off whenever possible.

Article XII, Lay-Off, Continued:

Section 4: Any laid-off employee with seniority shall be able to exercise seniority right to bump:

- The laid-off employee shall submit notice in writing of the position they will bump into within ten (10) working days of receiving lay-off notice.
- Into the same or lower job classification he/she has satisfactorily held previously.
- If he/she had not held an equal or lower job classification, he/she shall have the right to bump into the next lower job classification for which he/she is qualified.
- An employee who has bumping rights as set forth above shall have the right to accept the lay-off and the employee shall not be deemed to have refused work.
- The least senior employees who remain un-placed after the reduction in the required job classification and bumping is completed shall be laid-off.
- Any laid-off bus transportation employee shall have the right to exercise the above bumping procedures with the two (2) least senior employees within their work center or at a work center within forty (40) miles of their present center.

Section 5: Any unit member laid off resulting from sub-contracting shall receive their fringe benefit package for five (5) months or until another job is secured to replace their present employment status.

ARTICLE XIII
RECALL

Section 1: Employees laid-off through procedures as stated in this Agreement shall be maintained on a recall list for a period of two (2) years or until a position qualified for is offered and fails to report for work.

Section 2: Laid-off employees shall be recalled in the inverse order of the lay-off, the most senior employees shall be recalled to the first opening, district wide, in the job classification from which the employee was laid-off or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid-off, to such former position.

Section 3: Recall will be by written certified notice, return receipt requested to the employees last known address on file with the Board and shall require that the employee return to work within ten (10) days after delivery or proof of non-delivery.

Article XIII, Recall, Continued:

If an employee fails to report for recall, he/she shall be considered to have resigned, unless there are extenuating circumstances.

ARTICLE XIV
ASSIGNMENT

Section 1: An employee working fewer than fifty-two (52) weeks per year, and who is requested by the Employer to work during the summer, shall be paid his/her regular rate effective July 1 of the next fiscal year.

Section 2: The duties of an employee or the responsibilities of any position in the bargaining unit shall not be altered or transferred to a person not a member of the bargaining unit without prior negotiations with the Federation.

Section 3: Duties and responsibilities of any individual position shall not be transferred to another person or another classification without prior negotiations with the Federation. When it becomes necessary to alter or change the job responsibilities of any Federation member, consultation will be held between the administration and the Federation to determine the best alternatives.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 1: Substitute Employees, Reporting Absences

Employees shall be individually responsible for notifying a designated person when the employee will be absent from school. In emergency situations where the employee could not possibly have anticipated the absence ahead of time, such notification must be made by 6:00–6:30 A.M. of the day the absence is to occur.

In no event shall a person who is non-certified under Michigan Law be legally held responsible for student programming, program evaluation, student evaluation or those duties and responsibilities normally assigned to a certified professional.

Any absence from work requires the, employee to fill out an Employee Absence Report. Failure to do this within five (5) work days, after return to work could result in loss of pay for the work absence time period. A copy of the Absence reports will be returned to employees to allow employees to retain proof of compliance.

A substitute paraprofessional shall be required to fulfill all duties and responsibilities of the regular paraprofessional during any absences. The Board will make sincere efforts to have adequate substitutes available to fulfill this portion of the contract.

Article XV, Miscellaneous Provisions, Continued:

An employee shall not be required to substitute in another position unless an emergency situation involving the safety or welfare of students requires a transfer of position within their job classification during normal working hours.

Any employee electing to substitute shall be compensated at either his/her pay rate or the base rate of the position for which he/she is substituting during normal working hours, whichever is greater.

Section 2: Non-Teaching Duties

Extra-curricular activities outside of COP including, but not limited to, such items as school fairs, social functions, club sponsoring, shall be voluntary on the part of the employee.

Any employee electing to substitute shall be paid on the basis of the salary step that employee is on during his/her regular working hours. Example; a Paraprofessional at step 8 on the salary scale substituting as a bus rider will be paid for that work at step four (year 5) of the bus rider salary scale or a paraprofessional on salary step 2 substituting for a driver will be paid for that work on bus driver salary step 1 (year 2).

Section 3: Picket Lines

Employees shall not be required to cross picket lines in the event of a "job action" in a serviced building. In this event, the employee shall work in another location to be determined with administrative approval.

In the event that a school district hires new staff and the students start school, Federation members shall service the building as needed.

ARTICLE XVI
MILEAGE REIMBURSEMENT

All mileage incurred in the use of personal vehicles as a part of the job responsibilities will be reimbursed at a rate based upon the accepted current IRS rate. Mileage shall be submitted on a mileage voucher, approved by the administration, and paid in a check. This voucher is due by the first Friday of the month.

Mileage will be paid from employee work center and back to the work center. Advance approval needed from supervisor. Car pooling is encouraged.

ARTICLE XVII COMPENSATION

Section 1: Annual salaries shall be computed according to Schedule A, attached hereto, which is incorporated into and made a part of this Agreement. Compensation of salaries shall be retroactive from July 1, 2009.

- Movement on the salary grid shall be automatic, based solely on credited experience.
- Full credit up to three (3) years may be given for prior related work experience as approved by Administration.

Section 2: Changes in authorized deductions for credit union, annuities, etc. shall only be made in September and January or in the first month of employment. TSA adjustments can only be made once a year in compliance with IRS rulings.

Section 3: The employer shall reimburse transportation drivers for full cost of required licenses and/or certifications. Any physical required for licenses or certificates shall be paid for by the Employer. Any repeat costs due to failure of tests, etc., will not be reimbursed.

Section 4: The interpreter/s will have a separate salary schedule. This salary schedule is based on quality assurance requirements at the state and federal level.

The interpreter/s shall maintain certification through the National Registry of Interpreters for the Deaf or certified by the Division on Deaf and Hard of Hearing (DODHH). If an interpreter's certification lapses he/she will no longer be considered eligible for employment as an Interpreter for the Deaf in a public school.

ARTICLE XVIII INSURANCE PROTECTION

Pursuant to the authority as set forth in the Michigan Public School Code, the Board agrees to provide the following insurance protection.

It is specifically understood that the Board shall name the insurance carrier (see health, vision, managed sick leave program, and dental) and all provisions of this article are subject to the provision of those carriers. Any changes of carrier will be made with prior knowledge of and communication with employees.

FRINGE BENEFIT LIMITATIONS:

For the 2009-2010 school year all fringe benefits (health, dental, vision) are limited to a 6% increase over the 2008-2009 year. For the 2010-2011 school year all fringe benefits (health, dental, vision) are limited to a 6% increase over 2009-2010 year. For the 2011-2012 school year all fringe benefits (health, dental, vision) are limited to a 6% increase over the 2010-2011 year. If in any year the total exceeds

Article XVIII, Insurance Protection, Continued:

this limitation, a committee with two (2) federation members and one (1) Administration member will change the fringe benefit plan to meet the limitations or the employees will pay the amounts above the limits.

Part-time paraprofessionals/interpreters will have a pro-rata share of Health, Vision, and Dental insurance available based on their days/hours of work unless otherwise specified in this contract. The Board will pay a share based on pro-rata hours of work with the employee responsible for the remaining amount.

HEALTH:

Upon acceptance of written application, the Board agrees to provide each full-time Paraprofessional (35 hr/wk) with health care protection. For Transportation Driver and Transportation Riders, the Board will provide the cost of single subscriber rate.

For the life of this contract (2009 through 2012 school years), the Board agrees to provide each full time Federation employee with health protection comparable to MEBS POC LA PPO with \$150/\$300 deductable and 80% mental health rider, Gold Vision Alternative, and \$20/\$40 prescription co-pay. The Employer will reimburse the employee for \$5.00 for each prescription on the \$20/\$40 prescription co-pay.

For Transportation Drivers and Riders, the Board will provide the cost of single subscriber rate with limitations as previously described. Full family coverage will be available at group rates to part time employees at their expense.

HEALTH INSURANCE ALTERNATIVE:

Full time employees not wishing to participate in the Health Insurance plan shall have the opportunity to have a monthly Board paid tax sheltered annuity or other approved deferred income plan in an amount equivalent to fifty percent (50%) of the monthly cost for full family coverage as determined on September 1 of each year of this agreement.

This is based on twelve (12) month period and coincides with the insurance coverage period (example, academic year and following two months). An employee may avail himself/herself of this alternative at the beginning of the school year (by September 20) at the time of hire (if during an academic year) or during the month of January with thirty (30) days written notice.

In the event of a change in the availability of alternative health insurance coverage (e.g. marital status change, death, spouse lay-off, etc.) health insurance may be resumed. The employee must enroll within thirty (30) days of status change to assure continuous health insurance coverage.

Article XVIII, Insurance Protection, Continued :

GROUP TERM LIFE INSURANCE:

Upon acceptance of written application, the Board agrees to provide each Paraprofessional employee with Group term life insurance in the amount of \$40,000 with double indemnity provision for accidental death and dismemberment.

In the event a physical exam is required, the employee shall be responsible for costs. Availability is subject to the employee meeting eligibility criteria of the Insurance carrier.

MANAGED SICK LEAVE PROGRAM:

The Board shall provide, to all qualified employees, a "Managed Sick Leave Program" (comparable to SET) with benefits coordinated after twenty (20) sick leave days at a rate of seventy (70%) percent of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at the rate of sixty-six and two-thirds (66 2/3%) percent of the employee's salary for the period of disability. The duration of benefits will be as defined by law.

- A. All full time paraprofessionals will be credited with ten (10) sick leave days to be given at the opening of the each year.

Part time employees will have a pro-rated share of sick leave (50% of full time equals 50% of full time sick leave). Part time employees are not eligible for disability insurance.

- B. The personal pool shall be established to cover ten (10) days from day eleven through day twenty. If the personal pool has a zero balance, the absence will be a no pay day.
- C. Personal pools shall be created by accumulating the unused sick days granted in A. above from previous years.
- D. No personal pools shall exceed forty (40) days and have no cash or retirement value.
- E. Employees have the option of using sick pool days accumulated above ten (10) for the care of a sick member of their immediate family. No more than five (5) personal pool days, in excess of the initial ten (10), will be available for this purpose in any single contract year.

Any days used for a family members illness can not be used toward the 20 day period prior to insurance disability.

- F. If there are reasonable grounds to suspect the misuse of sick leave, an employee, upon request, shall promptly substantiate future sick leave by

Article XVIII, Insurance Protection, Continued :

written physicians, statement or by other evidence as the Superintendent or Sick Leave Committee may require. The Board reserves the right after four (4) continuous days to request a doctor's certification in regards to use of sick leave.

- G. Employees working during the summer shall be granted two (2) five and one-half (5.5) hour sick leave days if they have accrued a minimum of 204 days worked during the current school year (September 1st – August 31st).

FAMILY ILLNESS POOL:

At the beginning of this contract each COP bargaining unit member shall donate one (1) day from his/her individual sick day allotment for the year. This pool of days will be used to cover contract members if they exhaust their individual family illness pool and have a member of their direct family (direct family shall be defined as: spouse, children, parents and in-laws) either hospitalized or have acute care needs directly after hospitalization. The use of this pool shall be limited to seven (7) days per school year per member.

This pool shall begin each year with a minimum number of days equal to the total number of bargaining unit members. If the balance is below the minimum number, each bargaining unit member shall donate one (1) day of his/her sick days to the family illness pool. If the minimum number is exceeded at the start of the school year, no donations will occur.

The liability of these pool days shall be limited to the number of days established in the pool at the start of each year.

The use of these pool days shall be limited to the COP bargaining unit members. Requests for use of these days shall be made to the Superintendent or designee.

DENTAL:

The Board shall provide dental care for all full time employees and their eligible dependents (comparable to MEBS Gold current basic coverage as of August 1, 2000) through the Board's approved carrier. The maximum yearly personal cap will be one thousand dollars (\$1,000.00).

Employees not eligible for dental insurance may purchase it at group rates during the open enrollment periods.

DENTAL INSURANCE ALTERNATIVE:

Full-time employees not wishing to participate in the dental insurance plan shall have the option of payment in an amount of fifty percent (50%) of the monthly cost

Article XVIII, Insurance Protection, Continued :

for full family coverage in lieu of coverage. This shall be based upon a twelve (12) month year (academic year and following two (2) months). Employees may avail themselves of this alternative only at the beginning of the school year by September 20.

VISION

The Board shall provide for all full time employees and their dependents covered under this contract Vision Insurance comparable to MEBS Alternative as of August 1, 2000.

Employees not eligible for vision insurance may purchase it at group rates during the open enrollment periods.

ARTICLE XIX
LEAVES

PERSONAL LEAVE:

Three (3) personal leave days/twenty-one (21) hours will be granted to full time employees. Personal days for employees working less than full time will be pro-rata. Employees working in the extended year program (over 204 days) will be given an additional day based on the hours of the program day. Unless an emergency situation exists, personal leave days require 3 days prior notice to immediate supervisor. Personal leave days will be granted upon notification by established procedure to immediate supervisor and compliance with this section. Personal Leave days are to be used for personal business, family sickness, dental appointments, or where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day. Funerals will not be charged against these days.

EMERGENCY LEAVE:

In the event there is an emergency, the Superintendent, at his/her discretion, may grant a leave. (These days are separate from personal leave.) An example of emergency leave would be the sudden illness of a member of the family requiring hospitalization or doctor's treatment, but not to include mechanical car failure.

FUNERAL LEAVE:

Employees requesting funeral time must have prior approval from the superintendent or designee.

All employees may be granted up to four (4) calendar days leave immediately following a death in the immediate family. The immediate family

Article XIX, Leaves, Continued:

shall be defined as parents, grandparents, mother and father-in-law, spouse, children, siblings, and any person who makes his/her home with the employee and in the judgment of the superintendent is economically, emotionally and socially dependent on the employee. The superintendent may extend these provisions in instances when, in his/her judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

The superintendent may grant up to four (4) days leave to employees to attend the funeral of a relative or close friend.

FAMILY AND MEDICAL LEAVE ACT

The National Defense Act for FY2008 (NDAA), Pub.L. 110-181, Section 585 amends the Family Medical Leave Act of 1993. The COPESD Board of Education shall comply with the Federal Law.

The COPESD Board approved policy may be accessed in its entirety at the website www.copesd.org under Board Policy, Section 4000, Classified Staff, Policy #4430.01 Family & Medical Leaves of Absence ("FMLA").

MILITARY LEAVE:

The Board of Education (COPESD Board Policy 4437.01) provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law.

LEAVE OF ABSENCE:

An unpaid leave may be granted at the discretion of the Board of Education upon written application by an employee.

Upon granting of said leave by the Board, the employee shall be entitled to return to the school system upon the expiration of said leave.

Failure to return from said leave on the date specified without an approved extension in said leave or application shall be conclusively deemed resignation. The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty (60) days worked during the school year. This benefit will not accumulate more than 180 school days (school days would include approved leave of absences), for a total of three (3) months insurance premiums. Insurance coverage shall be made available to the employee at cost for the duration of the leave period. If leave is started before the 15th of the month, that month will be considered as the first full month of benefits.

Article XIX, Leaves, Continued:

VOLUNTARY LEAVE:

An unpaid leave of not more than eighteen (18) months shall be granted upon written thirty (30) days notice by an employee with not less than one (1) year seniority. Upon the receipt of said notice by the Board, the employee shall be entitled to return to the first vacancy for which they are qualified. Failure to return from said leave to an offered position after expiration of said leave without an approved extension in said leave of absence shall be conclusively deemed a resignation. The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty (60) school days worked during the school year. This benefit will not accumulate more than one hundred eighty (180) school days (school days would include approved leave of absences) for a total of three (3) months insurance premiums. If the leave is started before the 15th of the month, that month will be considered as the first full month of benefits. Seniority will accrue for the time period of the voluntary leave but not the time from the end of the leave until the employee fills the first available vacancy. This voluntary leave, of not more than eighteen (18) months, shall be considered an "approved leave" for all purposes. Insurance coverage shall be made available to the employee at cost, to the extent legally possible, during period of leave.

RETURN FROM LEAVE:

Whenever feasible, an employee returning from leave of absence will be restored to his/her position at the original location, assignment, and salary step as established prior to leave.

ARTICLE XX
EQUIPMENT

An employee shall be held accountable for lost or damaged school equipment assigned to him/her when determined to have been negligent.

ARTICLE XXI
MISCELLANEOUS

CONFIDENTIALITY

All employees shall be required to observe confidentiality of student records and personal information. Staff shall exercise caution when holding discussion within their work environment and outside of COPESD regarding students, other staff members, and the educational program itself except to other employees who have a need to know such information in connection with their duties.

MANDATORY REPORTING

School employees bear the obligation to report to the Department of Human Services

Article XXI, Miscellaneous, Continued:

(DHS) any suspected abuse or neglect of a student. In the event that abuse is suspected by a COPESD paraprofessional, transportation staff, or interpreter the incident will be reported within twenty-four (24) hours to the DHS. Employees also have the option of electing to have their supervisor report to DHS by directly contacting the supervisor within twenty-four (24) hours and sharing the necessary information. In the event that the employee makes the contact with DHS, a phone call to the supervisor will also be made to inform same of the reporting and related information. In addition, a copy of the filed written report will be sent to the supervisor within twenty-four (24) hours via fax to the COPESD office.

COMMUNICATIONS COMMITTEE

A Communications Committee shall be set up to discuss mutual concerns of Administration and Federation. This committee shall consist of Superintendent and/or Assistant Superintendent and the President and Vice-President of the Federation local and will meet bimonthly. The committee may include others as deemed appropriate and mutually agreed upon. The functions of the Communications Committee will be to:

- Discuss mutual concerns.
- Set an agenda and decide need for staff meetings.
- Submit suggestions for improved efficiency, effectiveness and good personnel relationships.
- Discuss other items mutually agreed to as pertinent to this committee.

Confidentiality will be maintained in the Communications Committee meetings to foster open discussions. The intent of the formation of this committee is not to affect grievance process which is stated in Article "Grievance."

SALARY DISTRIBUTION

1. Paychecks shall be paid in 21 or 26 installments, at the option of the employee, provided such employee notified the Employer by the last pay period in August of the preferred option.
2. Employees who work during the summer will be paid only for each day worked and will be added to or a separate check depending on the option taken in Salary Distribution 1.

A salary schedule is to be distributed to employees each year in the second pay of September.

EMPLOYMENT EXAMINATION

Any health examinations which are required for initial employment, or which are periodically required to maintain employment, shall be paid for by the Employer.

Article XXI, Miscellaneous, Continued:

INCLEMENT WEATHER

Days lost to inclement weather shall be made up by ESD employees only when there is a legal obligation to do so.

No additional compensation for days rescheduled for inclement weather.

Employees will not be charged for prior arranged personal or sick days on days when classes are not held due to inclement weather.

ARTICLE XXII
DISCHARGE

An employee shall be subject to dismissal only for just cause.

Dismissal of an employee who has been employed by the district for more than ninety (90) calendar days shall be grievable by the employee under the provision of the Grievance Procedure included herein.

ARTICLE XXIII
SALARY and LONGEVITY

For the first year of the contract (2009-2010) the increase for all Federation members shall be one and one half (1.5%) percent. For the second and third years of the contract (2010-2011 and 2011-2012) the salary increase shall be 1% each school year.

Longevity will be payable by the last paycheck in June.

Paraprofessionals will receive longevity after step 11 in their 12th year of employment and each year thereafter. During the first year of this contract (2009-2010) this longevity incentive will be \$450. During the second and third year (2010-2011 and 2011-2012) this longevity incentive will be \$500. If an employee leaves COP ESD employment during the year, this amount will be pro-rated.

Transportation personnel will receive longevity after step 4 in their 6th year of employment. This longevity incentive will be \$225. If an employee leaves COP ESD employment during the year, this amount will be pro-rated.

Federation employees hired between January 1 and June 30 of the same year will receive a full step increase in January of the following year. Those employees hired between July 1 and December 1 of the same year will receive a full step increase in July of the following year.

Article XXIII, Salary and Longevity, Continued:

Paraprofessionals and employer will work cooperatively to develop a pay scale in line with other districts, for new employees beginning with this contract.

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

Dated: _____

Mary Vratana, Superintendent
Cheboygan-Otsego-Presque Isle
Educational Service District

Rose Mary Warner, President
COP ESD Paraprofessionals,
Transportation Drivers and Riders,
Sign Language Interpreters