

A G R E E M E N T

between

CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT

and

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

July 1, 2019 – June 30, 2022

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AN AGREEMENT

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

ARTICLE I Recognition

1.1 Bargaining Unit

The Board hereby recognizes the Association as the exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all Administrative Assistants, Paraeducators, Food Service Coordinators, Custodians, Interpreters, Health Occupations Certification Trainer, Language Facilitators, Sign Language Paraeducators, Medicaid Assistants, and Technology Assistants.

EXCLUDING:

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

ARTICLE II Board Rights

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

- A. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
- B. Assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration) determine the size of the work force and to lay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt rules and regulations.
- F. Determine the qualifications of employees.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution or work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices of

furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

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

ARTICLE III Rights of the Association

- 3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the Association shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. The Board will not discriminate against any member with respect to hours, wages, or any terms of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance complaint or proceedings under this Agreement.
- 3.2 The Association and its members will have the right to use school facilities at all reasonable hours, subject to approval by the Superintendent or designee and at the real cost to the District.
- 3.3 The Board agrees to furnish to the Association in response to reasonable requests under Michigan's Freedom of Information Act and Public Employees Relations Act all public information concerning the financial resources of the District. The sick leave register, without specific health information about the employees, shall be available to designated representatives of the Association. The Association shall pay for the cost of all materials, supplies and labor incidental in such requests.
- 3.4 The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the Clare-Gladwin RESD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee's request.
- 3.5 The employee may have the right of representation during an investigative meeting that may lead to discipline and in a case of discipline or reprimand the employee shall have the right of representation. In the event the employee wishes

to have representation, no further action shall be taken until the representative is present. However, if the employer reasonably believes that the employee is a danger to him/herself, to other employees or students, or may cause physical damage to the employer's property immediate action may be taken without waiting until an Association representative can be present.

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

ARTICLE IV Conditions of Employment

- 4.1 Probation: A probationary period of ninety (90) calendar days will be served by all new employees. Probationary employees will not have any rights under this Agreement until completion of the probationary period.

Long-Term Substitutes: Long-term substitutes will not have any rights under this agreement. Time spent as a long-term substitute will not count toward the probationary period.

- 4.2 An IDP (Individualized Development Plan) will be completed for each new employee by the end of the first thirty-five (35) working days, signed by the immediate supervisor and the employee, and filed with the superintendent/personnel office.
- 4.3 At the time of employment, the superintendent or supervisor shall evaluate the applicant's previous work experience and training for placement on the salary schedule. Experience credit for newly hired personnel may be granted with superintendent's approval for placement up to step 4 on the salary schedule in the classification for which he/she is hired.
- 4.4 All employees must complete probation as a prerequisite to advance on the wage schedule. New hires will not advance more than one (1) step in a twelve (12) month period.

ARTICLE V Work Duration

- 5.1 Area School Paraeducators will work 6.75 hours per day during the school year and 5.5 hours per day during the summer school program. Paraeducators assigned to other programs will work 15 minutes beyond the student day. Administrative Assistants will work 8 hours per day unless the position is part-time. Employees working less than twenty (20) hours per week are considered part time personnel and not eligible for benefits (i.e., vacation, personal business days, health and vision insurance), but will be eligible for sick leave time and holidays based on hours worked.

Paraeducators will be paid their regular rate of pay for time beyond the regular work day when they are required to attend student staffing/behavior meetings. In addition, when long-term substitute teachers are necessary due to FMLA leaves and/or a lack of qualified teacher applicants, the two most senior Paraeducators in that classroom will be paid their regular rate of pay to extend their workdays by 15 minutes. If the two most senior Paraeducators are not interested in the additional time, other Paraeducators in that classroom will be offered the additional time in order of seniority.

- 5.2 When prior approval has been granted by the supervisor for overtime work, time and one-half will be paid for time worked beyond 40 hours per week, or compensatory time off will be scheduled at a mutually agreed upon time. An employee shall not be required to work overtime that has not had prior approval by the supervisor, nor shall an employee work additional hours beyond those scheduled without prior approval by the supervisor.
- 5.3 The work day shall include a relief period of 15 minutes in the morning and 15 minutes in the afternoon to be used on a daily basis and cannot be accumulated. A duty-free one-half (1/2) hour lunch period may be adjusted for the convenience of the building. (This does not apply to Paraeducators who are assigned to be with students at all times.) The custodians shall receive relief and lunch periods consistent with the Administrative Assistants, except that such breaks shall be at the corresponding time during the Custodian's shift.
- 5.4 Members of the Association shall be paid for every hour over their scheduled hours to a maximum of 40 hours per week. Evening programs are voluntary and solely at the option of the employee. The support staff, as a whole, shall be granted a maximum of four (4) days per school year to chaperone students at State Special Olympics events, provided that substitutes can be secured in advance. It is understood that these days shall be counted as regular days of service and will be paid at each employee's regular rate of pay. There will be no reimbursement for time beyond the employee's regular work day. Mileage from the Area School to the event will be paid at the current IRS rate.
- 5.5 The Board shall not reduce any of the current bargaining unit positions to less than twenty (20) hours per week for the purpose of reducing benefits. However, the Board supports the philosophy of considering new part-time positions be

added to existing less than twenty (20) hours positions, provided the bargaining unit member is qualified to fill the position requirements and responsibilities within the classification. The filling of any position is the sole responsibility of the Board.

- 5.6 On Professional Development Days, Paraeducators will be compensated for the hours that they work. The hours to be worked will be determined by administration.
- 5.7 Summer Paraeducator position(s) shall be separate position(s) posted annually and shall be regarded as extra pay for an extra duty assignment. The bargaining unit member(s) who hold the position(s) during the regular school year shall be offered the summer position(s). If that member(s) refuses the position(s), the position(s) shall be offered in order of seniority to bargaining unit member(s) who request the position(s). Bargaining unit member(s) shall be compensated as per the Master Agreement. If no certified/qualified bargaining unit member(s) requests the position(s), the manner in which the position(s) is filled will be at the discretion of the Board.
- 5.8 Days off taken by Summer Paraeducators shall be counted as non-work days. Summer Paraeducators shall not be paid for such days, nor shall these days be charged against their sick or personal time. In addition, Summer Paraeducators shall not accrue sick or personal time during the summer session.
- 5.9 Summer Paraeducators will be paid for the July 4th Holiday if students are in session the day before the holiday and the day after the holiday and the Paraeducator works both days. Student session days are Monday – Thursday or Tuesday -Thursday.

Example: If July 4th falls on a Tuesday, the students will need to be in session on Monday and Wednesday and the Paraeducator will need to work Monday and Wednesday. If July 4th falls on a Saturday, the students will need to be in session on Thursday and Monday and the Paraeducator will need to work on Thursday and Monday.

ARTICLE VI Holidays and Vacations

- 6.1 Wages of Administrative Assistants, Paraeducators, Food Service Coordinators, Custodians, Interpreters, Health Occupations Certification Trainers, Language Facilitators, Sign Language Paraeducators, Medicaid Assistants, and Technology Assistants are set forth in the attached schedules which are incorporated in this document.
- 6.2 Rates of pay, vacation, holidays and fringes shown on the schedule are based upon full time employment in the specified positions.

6.3 Employees shall receive paid holidays according to the following schedule of hours worked (not including holidays) during the school year and summer school combined. Those individuals working less than full time will receive prorated holiday pay. For instance, an employee who works three hours per day will receive three hours holiday pay per holiday.

1300 hours or less (Paraeducators, Language Facilitators, Interpreters, Health Occ. Cert. Trainers & Sign Language Paraeducators)	1301-1900 hours (11-month Administrative Assistants)	1901 hours or more (12-month Administrative Assistants, Medicaid & Technology Assistants)
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New Year's Eve Day	New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day	New Year's Day
Memorial Day	Good Friday	Good Friday
Labor Day	Memorial Day	Memorial Day
Thanksgiving Day	Labor Day	July 4
Day after Thanksgiving	Thanksgiving Day	Labor Day
Christmas Eve	Day after Thanksgiving	Thanksgiving
Christmas Day	Christmas Eve	Day after Thanksgiving
Day after Christmas Day	Christmas Day	Christmas Eve
	Day after Christmas	Christmas Day
		Day after Christmas

6.4 Each bargaining unit member working more than 1800 hours per year (not including holidays) shall be eligible for paid vacation days following one full year (12 months) of employment according to the following schedule:

1800 - 2000 hours (11-month Administrative Assistants)	2001 Hours or More (12-month Administrative Assistants & Technology Assistants)
5 days after the completion of 1 year	5 days after the completion of 1 year
6 days after the completion of 2 years	8 days after the completion of 2 yrs.
7 days after the completion of 3 years	10 days after the completion of 3 yrs.
8 days after the completion of 4 years	11 days after the completion of 4 yrs.
9 days after the completion of 5 years	12 days after the completion of 5 yrs.
10 days after the completion of 6 years	13 days after the completion of 6 yrs.
11 days after the completion of 7 years	14 days after the completion of 7 yrs.
12 days after the completion of 8 years	15 days after the completion of 8 yrs.
13 days after the completion of 9 years	16 days after the completion of 9 yrs.

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

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

- 6.6 Vacations may be split into one or more weeks, a day at a time, or half days and at a time chosen by the employee with the approval of the immediate supervisor.
- 6.7 Vacation will be awarded on the employee's anniversary date of employment and must be used prior to the employee's anniversary date in the following year. Vacation time may not be accumulated or carried forward from year to year.
- 6.8 Bargaining unit members will be permitted to take up to a maximum of five (5) days non-emergency lost time days per the duration of the contract (3 years) with the following conditions.
 - A. Any use of lost time makes the member ineligible for the Wellness Bonus Program in the school year in which lost time occurs.
 - B. A maximum of four (4) Paraeducators at the Area School can be out on any given day on either personal time or lost time. For example, if three Paraeducators are out on a personal day and another Paraeducator is out on a lost time day, all other requests for a personal day or lost time day will be denied.
 - C. A maximum of fifteen (15) lost time days are available to the bargaining unit each year of the contract. The Association is responsible for selecting bargaining unit members who can take lost time days. The Association will track that information and provide it to Administration at least thirty (30) days in advance at the monthly Association/Administration meetings.
 - D. A bargaining unit member can take lost time only once during any school year.
 - E. If this results in numerous days when there is a shortage of Paraeducator substitutes, the Association and Administration will meet to problem solve and work together to find resolution to the issue.
- 6.9 Emergency lost time is defined as unexpected life circumstances when all sick time and personal time has been used, particularly after a leave under the Family Medical Leave Act. Emergency lost time requires you to follow normal call in procedures. The cost of health benefits on an emergency lost time day will not be charged to the employee.

Lost time: Unless lost time is pre-approved by your Supervisor, not reporting to work after an employee has exhausted all personal, sick and vacation time can result in discipline steps. The cost of health benefits on unapproved lost time days will be charged to the employee.

- 6.10 The Board believes that career growth is a joint responsibility of employee and employer and expects the employee to pay his/her own membership dues in organizations designed to enhance his/her career. (The Board does agree to pay reasonable conference expenses including travel, registration, food and lodging for conferences attended with prior approval of the employee's supervisor.)

ARTICLE VII
Sick Leave, Bereavement, Personal Business

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

At the beginning of the school year each employee shall be given two (2) sick days in the first month of the regular school year for a total of one sick day per month plus one (1) additional day per year. Employees using sick days prior to their accrual shall not have their pay reduced unless they cannot accumulate that number of days in the remainder of the year, or they are to be separated from the District. All employees covered by this bargaining agreement shall call in prior to 7:00 am. The maximum accumulated sick leave shall be 120 days.

An employee may use personal sick days for the following reasons:

- A. Physical or mental illness, injury, or health condition of the employee or his/her family member.
- B. Medical diagnosis, care, or treatment of the employee or his/her family member.
- C. Preventive care of the employee or his/her family member.
- D. Closure of the employee's primary workplace by order of a public official due to a public health emergency.
- E. The care of his/her child whose school or place of care has been closed by order of a public health official due to a public health emergency.
- F. The employee's or his/her family member's exposure of a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider.
- G. For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following:
 - a. Medical care or psychological or other counseling
 - b. Receiving services from a victim services organization
 - c. Relocation and obtaining legal services
 - d. Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- H. Additional days may be granted at the discretion of the superintendent.

An employee may use personal sick days subject to the following conditions:

- A. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.
 - B. Following a serious injury, major illness, or surgery, before any employee may return to work, he/she must have written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions, as related to the essential job functions, must be submitted. Administration will notify the employee if reasonable accommodations can be made for the restrictions. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.
- 7.2 The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- 7.3 Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the first six (6) months. Before any employee may return to work, he/she must have written release from the treating physician stating that all essential job functions, as listed on the job description, can be performed. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.
- 7.3.5 An employee won't take a personal day the first day of school, the last day of school, or on a day when professional development is scheduled. If the employee is sick on any of those days, the employee will contact his/her direct supervisor by 7:00 am. The contact number shall be provided to the Association.
- 7.4 Bereavement days shall not be charged to the employee's sick leave.
- A. Death in the Immediate Family - The employee may take a maximum of three (3) days per death. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children (including foster children, step-children, and grandchildren under the employee's guardianship) and their spouses, grandchildren, father-in-law and mother-in-law.
 - B. Death in Extended Family - The employee may take a maximum of one day per death. Extended family shall be interpreted as step-mother, step-father, brother-in-law, sister-in-law, and grandparents.
 - C. Upon request to the Superintendent, an additional five (5) days may be granted, chargeable to sick leave for bereavement.
 - D. Other Deaths - The employee may take one (1) day per death to attend the funeral of any person. For the duration of this agreement, said day shall be charged as an employee personal sick day, personal day or vacation day.

- 7.5 A maximum of three (3) working days per work year not deducted from sick leave for conduct of necessary business which shall be requested via email; and
- A. Written application will be made by the employee forty-eight (48) hours in advance of requesting a Personal Business Day to the Area School Principal or Supervisor. No more than four (4) employees from the Area School may use a Personal Business Day on the same day. Determination of the four (4) who will be granted the leave will be based on first submitted applications to the Area School Principal. Applications may be made beginning July 1 of the school year that the request is for. Under extreme emergency, the application may be made immediately to the Area School Principal or Supervisor verbally.
 - B. Employees hired during the school year (after the beginning date of school in the fall) shall receive these days on a prorated basis for the remainder of their first contract year.
 - C. Unused personal days may be converted into sick days.
- 7.6 Sick leave and personal leave may be taken in 15-minute increments.

ARTICLE VIII

Leaves

- 8.1 Employees who have completed their probationary period shall be eligible for leave.
- 8.2 Family Medical Leave Act (FMLA): A thirty (30) calendar day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.

An employee who has worked for the district for a period of at least twelve (12) months and who has worked at least twelve hundred fifty hours (1,250) during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) work weeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave), unless agreed upon by the District, for one of the following reasons:

- (a) The birth or care of a new-born child.
- (b) The placement of an adopted or foster child in the home.
- (c) The care of a spouse, child or parent if such individual has a serious health condition.

- (d) A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.). Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.
- (e) When Family Medical Leave is to care for an injured or ill covered service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- (f) When leave is due to a “Qualifying Exigency”: An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable time. A “qualifying exigency” arising out of a covered family member’s (spouse, son, daughter, or parent) active duty or call to active duty in the United States Armed Forces, as defined by Federal regulations, includes:
- short notice deployment
 - military events and related activities
 - childcare and related activities
 - care of military member’s parent
 - financial and legal arrangements
 - counseling
 - rest and recuperation
 - post-deployment activities
 - additional activities arising out of the covered family member’s active duty or call to active duty provided that the District and the employee agree to the leave, its timing and duration.

An employee requesting an approved leave of absence outlined in paragraph (f) above shall be required to use all accrued sick leave and/or personal leave concurrently with Family and Medical Leave.

For purposes of the Family Medical Leave Act (FMLA), accumulated sick leave that is available to the employee shall be substituted by the employee or the District, under this Article, for any unpaid FMLA leave due to the serious health condition of the staff member of his/her immediate family, as defined in Article 7, Sick Leave, Bereavement, Personal Business, Section 7.1, B. In the case where the District employs both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, when the leave is due to the placement of the employee's child, for the birth of their child, to care for their child after birth or placement, to care for a parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

An employee returning to work from FMLA leave shall be restored to his/her former position or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. During a family medical leave, the Board shall maintain the employee's current coverage under the District's health insurance programs, provided the employee continues to pay any normal employee premium contribution, as applicable, monthly.

Should the employee elect not to return to work at the end of FMLA leave, for reasons other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the District may deduct from any amounts owed the employee the health premiums, paid by the District during the leave period.

The employee shall not accrue any sick leave or personal leave during any unpaid portion of leave under the Family Medical Leave Act.

If the employee is on Family Medical Leave and Act of God days comprise the majority of a week, that particular week will not count toward the twelve (12) weeks of FMLA. If the employee is on Family Medical Leave and Act of God days comprise the minority of the week, that entire week will count toward the twelve (12) weeks of FMLA.

8.3 Additional Leave without pay may be granted for the following purposes:

- A. Personal leave
- B. Educational leave
- C. Professional obligations

All leaves may be extended by the Board upon written request.

All leaves listed in 8.3 shall be requested at least thirty (30) days in advance except in cases of emergency at the superintendent's discretion. Employees may terminate their leaves by notification not less than two (2) working days prior to the date upon which they intend to return to work.

Application for leave shall specify the following:

- A. Date leave is to commence, length of leave, and the specific date the leave is to end.
- B. Type of leave requested
- C. Facts pertinent to request for leave
- D. Signature

An employee returning from leave, other than Family Medical Leave, shall be placed in his/her prior position when possible or a comparable position not at a lesser rate of pay.

A member's seniority shall freeze and not accrue while on an unpaid leave of absence.

- 8.4 A member's anniversary date is the date when the member joined the Association. All unpaid leave days or lost time days will result in an adjusted anniversary date. Vacation days and longevity pay shall be awarded upon reaching the new adjusted anniversary date. Unpaid/lost time days taken as part of 6.8 will not cause the anniversary date to be changed.
- 8.5 In the event a member is on a leave of absence due to a work related injury or under the Family Medical Leave Act his/her seniority shall continue to accrue.

ARTICLE IX Act of God Days

- 9.1 In the event the administrative office is closed due to an Act of God day, all employees, (including all Administrative Assistants assigned outside the administrative office) will not report for work and will be paid regular wages for that day.
- 9.2 In the event the Area School, CTE, or Early Childhood Special Education program classroom is closed due to an Act of God day, employees assigned to those programs will not report to work and will be paid their regular wages for the first six (6). Employees may use up to three (3) personal days in order to be paid on Act of God days beyond the first six (6). For days that are rescheduled, employees will be paid on the rescheduled days.
- 9.3 If the Act of God day falls on an employee's scheduled day off, the employee will be credited with an Act of God day and will be paid their regular wages for that day.

ARTICLE X Protection of Employee

- 10.1 If any legal action is brought against a member of the Association by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will upon request of the employee, consider providing assistance to the employee in her/his defense as is permitted under the Michigan Revised School Code.
- 10.2 No derogatory material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. If the bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content. Employee may attach a response to the derogatory material.
- 10.3 Upon request an employee shall have the right to review their own personnel file. At the employee's option they may bring a representative to view the file.
- 10.4 The Board shall reimburse employees for loss, damage, or destruction of clothing or prescription glasses through performance while on duty, not to exceed \$120.00 per year per individual employee. The Board will not reimburse for optional apparel items such as jewelry and sunglasses nor will the Board reimburse for cell phones. Employees shall fill out appropriate loss-damage forms as soon as practical after the incident, and before the end of the next workday.
- 10.5 No employee shall be left in buildings alone with students.

ARTICLE XI

Work Designations and Evaluations

- 11.1 A written job description shall be given to each employee by the immediate supervisor upon being hired. When an employee's job description is revised, the District will provide the employee with a copy of the revised job description for signature and placement in the employee's personnel file.
- 11.2 Effort will be made by the supervisor to standardize and equalize work assignments.
- 11.3 Employees will be expected to be cooperative in times of special urgency.
- 11.4 A telephone is to be available to bargaining unit members at all regular and off-campus job sites for effective job performance and safety purposes.
- 11.5 Employees shall be evaluated at least once every third year as a means of providing information to employees concerning their performance.
 - A. The purpose of an evaluation is to improve employee performance,

recognize individual strengths, provide constructive feedback and establish employee accountability.

- B. At the beginning of the evaluation process the immediate supervisor shall meet with the bargaining unit members to share and discuss the evaluation instrument and establish timelines for observations.

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

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

ARTICLE XII Reduction of Staff

- 12.1 All reductions in staff shall be made on the basis of seniority within job classifications, (i.e., Administrative Assistants, Paraeducators, Interpreters, Language Facilitators, Health Occupations Certification Trainers, Sign Language Paraeducators, Medicaid Assistants, Food Service Coordinators, Technology Assistants, and Custodians).

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

- 12.2 Recall shall be in the inverse order of reduction, within the affected classification, to a vacancy in that classification. Employees laid off retain seniority rights and will be maintained on a recall list for a period of three (3) years or until the employee declines an equivalent position. It shall be the responsibility of the employee to notify the Board of any change in address. Notice of recall shall be sent by certified mail to the employee's last known address. The Board will not be liable for undeliverable mail. A member's seniority shall freeze and not accrue while on layoff.
- 12.3 Once an employee is notified they must notify the Board of their intent to return to work within five (5) days of receipt of letter or they will be considered a voluntary quit. In the event the District receives notification from the post office that the certified letter is undeliverable, the District shall wait the same five days from said notice before considering the employee a voluntary quit.
- 12.4 Seniority will reflect the date of hire.

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

- 12.5 In the event two or more persons have the same date of hire and complete the probationary period on the same date, the position on the seniority list shall be determined by lottery.
- 12.6 When switching classifications, employees maintain their years of service with the district, current pay step, and seniority.

ARTICLE XIII Discharge/Demotion

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

ARTICLE XIV Vacancies and Promotions

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

All Paraeducator job postings shall clearly identify the job site and the hours per day. Every effort will be made to indicate on the posting whether the position is a regular school year Paraeducator position or a summer Paraeducator position.

- 14.2 Any temporary position that is found to exceed thirty (30) consecutive days, if by agreement of administration and Association, shall be considered a permanent position and posted as a new job as in 14.1 above.
- 14.3 Any member of the Association may apply for such vacancy. In filling such vacancy, the administration agrees to give due consideration to the background, attainments, and skills of all applicants, the length of time each has been in the school district, and other pertinent facts. The administration declares its support of a policy of promotions from within its own Association members, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean continuous employment within the District. All members of the Association are encouraged to train and prepare for promotional opportunities.

Vacancies shall be filled according to the following:

- A. Positions shall first be filled by a qualified employee applying for the position with the most seniority within the classification (lateral transfer).
 - B. When there is no applicant within the classification, qualified applicants (as determined by the posted qualifications), from other classifications shall be considered before the position is filled outside of the bargaining unit.
 - C. When two or more equally qualified employees from other classifications apply for the vacancy, the employee with the most district seniority shall be granted the position.
- 14.4 Any successive position vacated as a result of compliance with this Article shall also be considered a vacancy, and shall be subject to the posting requirements as therein provided. If agreed to by the Board and the Association, "posting meetings" can occur when it is anticipated postings will cause multiple "domino effect" postings that will prolong the filling of positions.

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

ARTICLE XV Grievance Procedure

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

Representatives for grievance processing shall be selected as follows:

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

- 15.4 Level One

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

15.5 Level Two

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

15.6 Level Three

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

15.7 Level Four

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

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

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

ARTICLE XVI

Letter of Resignation

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

ARTICLE XVII

Jury Duty

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

the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty and the amount paid for jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

ARTICLE XVIII

Negotiations

- 18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIX

Mileage

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

ARTICLE XX

Legality

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

ARTICLE XXI

Work Classifications

Paraeducators

Paraeducators employed in special education programs "shall be qualified under requirements established by their respective intermediate school district plan. Paraeducators include, but are not limited to teacher aides, health care aides, bilingual

aides, instructional aides, and program assistants in programs for students with cognitive impairment or severe multiple impairments.” (Rule 340.1793).

Paraeducators may be assigned to any CGRESD program which has related instructional duties and under the meaningful and direct supervision of a certified teacher and/or administrator. Paraeducators will be engaged in complementing, supplementing, or reinforcing behavior or training that enhances the effectiveness of instruction.

Sign Language Interpreter Training Program

The Letters of Agreement signed on January 16, 2018 and August 21, 2018 will remain in effect through December 31, 2019.

- Language Facilitators will continue to be paid per the Letter of Agreements through December 31, 2019 as long as they are enrolled in the final class at Delta College or in an Interpreter class at Lansing Community College or another community college that offers an Interpreter program.
- Language Facilitators will take the Educational Interpreter Performance Assessment (EIPA) in January 2020 and will be reimbursed in full by the District for the cost of the assessment and the proctor. Language Facilitators must pre-register for the EIPA in December 2019.

The following will take effect January 1, 2020.

- For the Language Facilitators/Sign Language Paraeducators who pass the EIPA with a score of 4.0, they will immediately become Interpreters and be paid 100% of the Interpreter wage scale. They will be expected to work for CGRESD as an Interpreter for four years.
- For the Language Facilitators who continue their Interpreter education at Lansing Community College or another community college that offers an Interpreter program, they will continue to be paid at 90% of Step 3 of the Interpreter pay scale. They will not advance a step each year until they pass the EIPA test with a score of 4.0.
 - Language Facilitators will pay for tuition, books, and fees, and CGRESD will reimburse them for 75% of those costs up to a maximum of 12 credits per year for three years. When transferring to LCC or another community college that offers an Interpreter program, classes that were taken at Delta College but need to be repeated, will be reimbursed at 75%. The reimbursement will be made via regular payroll check following the date when the employee provides the Business Office with the appropriate receipts and grade report of a B or better. Mileage to and from class will not be reimbursed.

- Language Facilitators are allowed to be absent from class a maximum of two times per semester or one time per spring/summer session. All absences from class must be reported to the Director of Special Education in advance. An employee who is absent from class more than the numbers previously stated forfeits all reimbursement from CGRESD for that particular class.
 - Language Facilitators are expected to be continuously enrolled in classes with the exceptions of summer break or if on medical leave per the FMLA.
 - The EIPA test will be taken annually. CGRESD will pay for 50% of the cost of the test (once annually) in the payroll following submission of the receipt by the employee.
 - Once all coursework is completed, the Language Facilitators are expected to work for CGRESD for four years. (This is in addition to the four years expected from the original Letter of Agreement.)
 - If the Language Facilitators start the program but do not finish, they are expected to reimburse CGRESD for its share of the expenses paid on behalf of the Language Facilitators.
 - If the Language Facilitators do not work the entire four years as a Language Facilitator or Interpreter after completing all coursework, they are expected to reimburse CGRESD for the prorated amount. For example, if a Language Facilitator works as a Language Facilitator or Interpreter for one year, he/she is expected to reimburse CGRESD for 75% of its share of the expenses paid on behalf of him/her.
- For the Language Facilitators who do not continue their Interpreter education at a community college that offers an Interpreter program, they will be known as “Sign Language Paraeducators.” When they are working as a Sign Language Paraeducator, they will be paid \$1.00 more per hour than the step they were at prior to becoming a Language Facilitator plus the time worked as a Language Facilitator.
 - Once all coursework at Delta is completed, the Sign Language Paraeducators are expected to work for CGRESD for four years per the original Letter of Agreement.
 - If the Sign Language Paraeducators do not work the entire four years as Sign Language Interpreters, they are expected to reimburse CGRESD for the prorated amount. For example, if the employee works as a Sign Language Interpreter for one year, the employee is expected to reimburse CGRESD for 75% of its share of the expenses paid on behalf of the employee.
 - CGRESD will reimburse the Sign Language Paraeducators 50% of the cost of the EIPA test once per year in the payroll following submission of the receipt by the employee.
 - Placement of Language Facilitators and Sign Language Paraeducators will be based on seniority.

- If the student of a Language Facilitator or Sign Language Paraeducator is assigned to moves or no longer requires an Interpreter, the Language Facilitator or Sign Language Paraeducator will bump the employee with the lowest seniority in the same category.
- If the Language Facilitator or Sign Language Paraeducator is the employee with the lowest seniority in the same category, he/she will bump the last hired Paraeducator.
- If a fully qualified Interpreter with an EIPA score of 4.0 is hired, the Language Facilitator or Sign Language Paraeducator will be bumped.

ARTICLE XXII Work Days

Paraeducators:

Paraeducators shall work the number of days as determined by the program calendar. An additional three (3) days of in-service will be scheduled. Time will be made available during in-service days to complete work-required trainings such as, but not limited to, Safe Schools Modules.

ARTICLE XXIII Compensation Schedule

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

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

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

Employees will be provided with an option to take health insurance. The Board accepts the full responsibility of the health insurance costs each year up to the State-approved hard cap for that year for single subscriber

Blue Cross Blue Shield Simply Blue Traditional

Blue Cross Blue Shield Simply Blue Health Savings Account

Those employees who do not take health insurance benefits will be provided with Cash-in-Lieu equal to \$150 per month for 12 months (\$1,800 per year).

- 23.3 Each employee will be provided with a \$10,000 life insurance policy.
- 23.4 Full Family Vision - The Board shall provide a vision plan (MESSA VSP 3Plus P) for each employee and his/her family. The District will cover the cost of the plan up to \$14.16 per month.
- 23.5 Dental Insurance – MESSA Delta Dental 100/80/80, \$1,500 Annual Max. 80% Orthodontics, \$2,500 Lifetime Max, 2 Cleanings. The District will pay for 80% of premiums for Dental Insurance for either single subscriber or two person. Each employee will be responsible for 20% of premiums through payroll deduction.
- 23.6 Wellness Bonus Program

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

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

\$30 per unused sick day from the year's allotment shall be paid to the employee in the first pay in July. For example: If the full-year employee used 2 sick days during the 2013-2014 school year, he/she would receive \$330 (13 – 2 x \$30).

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

\$20 per unused sick day from the year's allotment shall be paid to the employee in the first pay in July. For example: If the full-year employee used 4 sick days during the 2013-2014 school year, he/she would receive \$180 (13 – 4 x \$20)

Sick days paid out to part-time employees will be prorated. Any use of "lost time" makes an employee ineligible for the Wellness Bonus Program in the year lost time is taken.

- 23.7 The Clare-Gladwin Regional Education Service District Board of Education will implement a medical insurance premium payment plan permitting a voluntary salary/earnings reduction to be applied to the portion of health insurance premiums for which the employee is responsible. The medical insurance premium payment plan shall be implemented upon execution of this agreement, and is intended to remain in effect throughout the life of this agreement, and thereafter at the discretion of the Board. Election to participate will be based on individual association members executing and filing a salary reduction agreement as required by the Board. The District may change, amend, or suspend the medical

insurance premium plan if legislation or regulation alters, limits, or prohibits operation of such a plan as currently permitted under the U.S. Internal Revenue Code of 1986, as amended.

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

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

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

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

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

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

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

sub in the district on a given day, s/he shall not accrue vacation time under this provision.

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

ARTICLE XXIV Terminal Pay/Retirement

- 24.1 A. Upon separation from the CGRESD, and with at least ten (10) days notice by the employee, bargaining unit members who have completed at least ten years of service to the CGRESD shall receive payment for one-half of their accumulated sick days up to a maximum of \$750.
- B. Upon resignation due to retirement from the CGRESD or the employee's death, bargaining unit members who have completed at least ten years of service to CGRESD shall receive payment for one-half of their accumulated sick days up to a maximum of \$1000.
- C. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid to the beneficiary designated, in writing, by the employee. If no beneficiary is designated, payment will be made to the estate of the deceased.
- D. If requested by the employee, the CGRESD shall make a one-time lump sum contribution to a 403(b) account in the employee's name held with a vendor on the District's approved vendor list as figured in Article XXV (A) or (B).

ARTICLE XXV Miscellaneous Provisions

25.1 Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

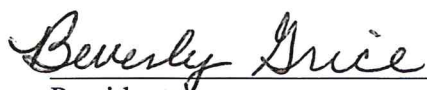
ARTICLE XXVI
Duration

This Agreement shall be in effect upon ratification by the parties and shall remain in effect until June 30, 2022, with wages to be negotiated for 2021-2022.


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

CLARE-GLADWIN RESD
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA

CLARE-GLADWIN RESD
BOARD OF EDUCATION



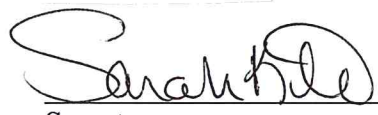
President



Vice-President



Secretary



Secretary

7-22-19

Date

8.14.19

Date

WAGE SCHEDULE

	Base 2018-19	2% COLA 2019-2020	1% COLA 2020-2021
Paraeducator			
0	10.27	10.48	10.58
1	10.85	11.07	11.18
2	11.49	11.72	11.84
3	12.08	12.32	12.44
4	12.64	12.89	13.02
5	13.35	13.62	13.75
6	13.89	14.17	14.31
7	14.45	14.74	14.89
8	14.99	15.29	15.44
9	15.55	15.86	16.02
10	16.10	16.42	16.59
11	16.64	16.97	17.14
12	17.18	17.52	17.70
13	17.51	17.86	18.04
Administrative Assistant			
0	11.45	11.68	11.80
1	12.31	12.56	12.68
2	13.09	13.35	13.49
3	13.91	14.19	14.33
4	14.71	15.00	15.15
5	15.55	15.86	16.02
6	15.93	16.25	16.41
7	16.24	16.56	16.73
8	16.64	16.97	17.14
9	17.18	17.52	17.70
10	17.51	17.86	18.04
Technology/Medicaid Assistant			
0	14.14	14.42	14.57
1	15.00	15.30	15.45
2	15.77	16.09	16.25
3	16.53	16.86	17.03
4	17.37	17.72	17.89
5	18.24	18.60	18.79
6	18.60	18.97	19.16

Interpreter/Health Occupations
Certification Trainer

0	18.37	18.74	18.92
1	19.46	19.85	20.05
2	20.56	20.97	21.18
3	21.67	22.10	22.32
4	22.77	23.23	23.46
5	23.88	24.36	24.60
6	24.96	25.46	25.71

Sign Language Paraeducator

0	10.27	11.48	11.59
1	10.85	12.07	12.19
2	11.49	12.72	12.85
3	12.08	13.32	13.45
4	12.64	13.89	14.03
5	13.35	14.62	14.76
6	13.89	15.17	15.32
7	14.45	15.74	15.90
8	14.99	16.29	16.45
9	15.55	16.86	17.03
10	16.10	17.42	17.60
11	16.64	17.97	18.15
12	17.18	18.52	18.71
13	17.51	18.86	19.05

Wage Scale

Year 1 (2019-2020) – Steps, 2% salary increase, 2% off-scale payment to those at the top step paid in Nov., 2019

Year 2 (2020-2021) – Steps, 1% salary increase, 2% off-scale payment to those at the top step paid in Nov., 2020

Year 3 (2021-2022) – Wages only reopener

OFF SCALE LUMP SUM AMOUNT FOR EMPLOYEES AT TOP OF SCALE IN PRIOR SCHOOL YEAR.
LUMP SUM TO BE PAID FIRST PAY IN NOVEMBER

Example of how an off scale lump sum is figured: A Paraeducator was at the top of the scale 2015-2016 and works 9 months @ 6.75 hours a day totaling 1302.75 hours. For 2016-2017 (\$17.29 times total hours times 2% equals the lump sum payment in November 2016.

[\$17.29 x 1302.75 = \$22,524.55.19 and so \$22,524/55 x 2% = \$450.49]

