

**AGREEMENT**

**BETWEEN**

**GRATIOT-ISABELLA  
REGIONAL EDUCATION SERVICE  
DISTRICT**

**AND**

**GRATIOT-ISABELLA RESD  
PARAPROFESSIONAL ASSOCIATION,  
MEA/NEA**

**JULY 1, 2011 – JUNE 30, 2012**

**TABLE OF CONTENTS**

<b>Agreement.....</b>	<b>1</b>
<b>Preamble.....</b>	<b>1</b>
<b>Article I – Recognition.....</b>	<b>1</b>
<b>Article II – Board Rights.....</b>	<b>1</b>
<b>Article III – Association Rights.....</b>	<b>2</b>
<b>Article IV – Dues Deductions &amp; Agency Shop.....</b>	<b>3</b>
<b>Article V - Working Hours.....</b>	<b>4</b>
<b>Article VI – Probationary Period &amp; Seniority.....</b>	<b>5</b>
<b>Article VII – Paraprofessional Protection.....</b>	<b>5</b>
<b>Article VIII – Discipline.....</b>	<b>7</b>
<b>Article IX – Evaluation.....</b>	<b>8</b>
<b>Article X – Paid Leaves.....</b>	<b>8</b>
<b>Article XI – Unpaid Leaves.....</b>	<b>10</b>
<b>Article XII – Vacancies &amp; Transfers.....</b>	<b>11</b>
<b>Article XIII – Reductions In Personnel.....</b>	<b>12</b>
<b>Article XIV – Grievance Procedure.....</b>	<b>13</b>
<b>Article XV – Continuity of Operations.....</b>	<b>16</b>
<b>Article XVI – Miscellaneous.....</b>	<b>16</b>
<b>Article XVII – Compensation.....</b>	<b>17</b>
<b>Article XVIII – Transfer of Programs/Services.....</b>	<b>18</b>
<b>Article XIX – Fringe Benefits.....</b>	<b>18</b>
<b>Article XX – Salary Schedules.....</b>	<b>20</b>
<b>Article XXI – Calendars.....</b>	<b>22</b>
<b>Article XXII – Duration.....</b>	<b>22</b>

## **AGREEMENT**

This Agreement entered into this 1st day of July, 2011 is between the Gratiot-Isabella RESD Paraprofessional Education Support Personnel Association, MEA/NEA, hereinafter called the "Association" and the Gratiot-Isabella Regional Education Service District, hereinafter called the "Board".

## **PREAMBLE**

The Board and the Association have a statutory obligation pursuant to the Public Employment Relations Act to bargain with respect to hours, wages, terms and conditions of employment, and it is agreed as follows:

## **ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all Paraprofessionals employed by the Gratiot-Isabella Regional Education Service District, but excluding all Teachers, Supervisors and all others.

The term paraprofessional when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

## **ARTICLE II - BOARD RIGHTS**

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage, and control the RESD, its facilities, equipment and its operations and to direct its working forces and affairs.
  2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
  3. The employer agrees to make available to the Union President copies of this Agreement for all current and new bargaining unit members of the Gratiot-Isabella RESD.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling of its services, methods, schedules and

standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes herein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees and if necessary, include physical and mental health examinations by Board appointed medical personnel, the cost thereof to be borne by the Board.
7. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.

The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

### **ARTICLE III - ASSOCIATION RIGHTS**

- A. The Association shall have the privilege of using Board owned or leased facilities at reasonable hours for meetings. Requests for such use shall be submitted in advance in writing to the Superintendent or his designee for his approval. When such use results in additional cost to the Board, such cost will be billed to the Association.
- B. Duly authorized representatives of the Association may be permitted to transact official Association business on Board owned or leased property before and/or after the normal working day provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives shall notify the Administration of their presence in the building.
- C. The Association's officers shall have the privilege of using Board owned equipment at reasonable times, upon approval of the Superintendent or his designee. The Association shall be billed for the cost of all materials, supplies and repairs incidental to such use.
- D. The Board shall make available to the Association all public information. The employees may use school mailboxes for distribution of Association material.
- E. The Association may post notices of activities and matters of Association concern only on bulletin board space designated by the Superintendent or his designee.
- F. All paraprofessionals shall fully, faithfully and properly perform the duties of their employment.
- G. It is the responsibility of each employee to report unavailability for work. Employees shall at the time of reporting their absence state the reason for absence and the anticipated length of absence.

- H. Paraprofessionals shall not engage in Association activities during their working hours except as authorized by the Administration.
- I. The Association shall be entitled to a maximum of three (3) school days with pay per year to be utilized by the Association as needed (subject to cancellation due to emergency) provided, however, such time is to be utilized only for the necessary business purposes of the Association and is specifically denied for arbitration use. The Association shall bear the cost of substitutes required for any of these days.

The Association must give notice for this request as early as possible but in any event no less than three (3) days prior to the leave to the Superintendent and the immediate Supervisor of the affected paraprofessional. No more than one (1) paraprofessional may be absent under this provision at one time.

- J. The employer agrees to make available to the Union President copies of this agreement for all current and new bargaining unit members of the Gratiot-Isabella RESD.

#### **ARTICLE IV - DUES DEDUCTIONS & AGENCY SHOP**

##### **A. Service Fees**

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a service fee to the Union, pursuant to the Union's "policy regarding objections to political-ideological expenditures" and the administrative procedure adopted pursuant to that policy. The service fee shall not exceed the amount of Union dues collected from Union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union or its designee, no later than twenty (20) days following deduction.

##### **B. Objections Policy**

Pursuant to Chicago Teachers Union v Hudson, 206 S CT 1066 (1986), the union has established a "policy regarding objections to political-ideological expenditures." That policy and the administrative procedures (including the

timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

C. Dues Deductions

Any bargaining unit member who is a member of the union, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the union as established by the union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MEBS programs not fully employer-paid, credit union, savings bonds, charitable donations, EMA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the union and the employer.

E. Save Harmless

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

**ARTICLE V - WORKING HOURS**

A. The school year program shall consist of one hundred eighty-two (182) student days and two (2) professional development days for a total of one hundred eighty-four (184) days.

The full year program shall consist of two hundred nine (209) student days and two (2) professional development days for a total of two hundred eleven (211) full days. Five (5) minutes shall be added to each of the one hundred eighty two (182) school year days and two (2) professional development days for full year employees.

Summer work schedule shall consist of Tuesday, Wednesday, and Thursday for the nine (9) week summer school session. Mondays and Fridays shall be non-work days for the nine (9) week summer school session.

Paraprofessionals in classroom programs where feeding lunch is a part of the instructional program will be allowed to eat lunch during the seven (7) hour normal work day. Classroom paraprofessionals will normally be provided a twenty (20) minute duty-filled time period to eat lunch between the hours of 11:00 a.m. and 1:00 p.m. Other paraprofessionals shall be allowed to eat lunch during the work day. One (1) fifteen minute duty-filled break shall be provided for all paraprofessionals during the work day.

- B. Paraprofessionals shall be required to attend all meetings called by the Administration. These meetings shall be limited to an average of two (2) per month and an average of one (1) hour in length.
- C. When classes are canceled due to inclement weather or any Act of God, all paraprofessionals assigned to a teaching station shall not report for work at their respective schools, and shall be paid.
  - 1. The school year program shall be defined as the state required number of student contact and two (2) professional development days. Lost student instruction days due to inclement weather or any Act of God beyond four (4) days in a school year shall be made up at no added salary cost to the district. The specific make up days, if any, will be established by the district in consultation with the Association.
  - 2. The full year program shall be defined as the state required minimum number of student contact and two (2) professional development days. The state required number of hours of student instruction will be the minimum provided in the full year program. Lost student instruction days due to inclement weather or any Act of God beyond six (6) days in a school year shall be made up at no added salary cost to the district. The specific make up days, if any, will be established by the district in consultation with the Association.

## **ARTICLE VI - PROBATIONARY PERIOD & SENIORITY**

- A. **DEFINITION.** Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day.
- B. All new paraprofessionals shall be probationary for their first sixty (60) days worked. The purpose of the probationary period is to give the Board an adequate opportunity to observe the performance of the new paraprofessional and thus determine whether such paraprofessional has the ability and other attributes which will qualify him for regular paraprofessional status. If, at the end of the probationary period, performance does not signify ability to meet job expectations, the probationary paraprofessional will be terminated.

- C. During the probationary period, the paraprofessional shall not be eligible for sick leave pay or other fringe benefits except health insurance and may be terminated at the discretion of the Board.
- D. A seniority list will be posted annually at each facility and a copy sent to the Association. The paraprofessional's last day of hire shall be included on the seniority list. The seniority list as posted shall be deemed to be accurate unless the Association notifies the Superintendent of its objections within ten (10) days of the posting.
- E. For the purposes of this article, seniority shall not continue to accrue during unpaid leaves of absence of more than six (6) weeks (30 work days) duration except that any paraprofessional, who is unable to work due to an injury that arose out of and in the course of employment and is currently receiving Worker's Compensation benefits for such injury, shall be allowed to have their seniority accrue during this time period up to a maximum of one (1) year.
- F. Seniority shall be terminated in the following circumstances:
  - 1. Voluntary quit
  - 2. Discharge
  - 3. Layoff of more than three (3) year's duration
  - 4. Failure to return upon recall from layoff within seven (7) calendar days of ordered reporting date unless otherwise approved by the Superintendent
  - 5. Employment is otherwise terminated

## **ARTICLE VII - PARAPROFESSIONAL PROTECTION**

- A. Each paraprofessional shall, at a reasonable time, have the right to review the non confidential contents of his/her personnel file in the presence of an administrator. An Association representative's presence at such a review, at the request of the paraprofessional, will not be denied.
- B. If a paraprofessional is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Any case of assault by a paraprofessional shall be promptly reported to the Board, and the Association president. The Board shall take disciplinary action or any other appropriate action as required by law as it deems necessary.
- D. The Board provides insurance covering paraprofessionals for any damage or destruction of necessary clothing or necessary personal property of the paraprofessional, (autos excluded), provided, the employee exercises reasonable caution, complies with RESD procedures and policies and uses any vision insurance coverage available first. Watches will be limited to \$35. For the purpose of this section necessary shall be defined as that which is directly



related and essential to the performance of the employee's duties. Employees are required to immediately file an incident report regarding such damage or destruction.

- E. Any case of assault upon a paraprofessional or injury directly caused by a student upon a paraprofessional while performing assigned duties shall be promptly reported to the Board or its designated representative. If the paraprofessional is free of fault then he/she shall suffer no loss of pay for time lost as a result of said assault or injury for up to seven (7) working days. The paraprofessional must provide a doctor's verification that he/she is unable to perform work responsibilities.

### **ARTICLE VIII - DISCIPLINE**

- A. No paraprofessional shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that reduction in work week, days or hours, or layoffs or reclassification is not within the meaning of discipline.
- B. Disciplinary action shall be defined as any written reprimand, suspension with or without pay or discharge.
- C. Upon request an employee shall be entitled to have present a representative of the Association at a meeting in which a written reprimand, suspension or discharge is given as disciplinary action.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee.
- E. The Association agrees that the Board has just cause to discharge any employee who:
  - 1. Is convicted of any felony or circuit court misdemeanor.
  - 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
  - 3. Is absent for three (3) consecutive days without notifying the employer.
  - 4. Does not return to work when recalled from layoff as set forth in the recall procedure.
  - 5. Does not return from sick leave and leaves of absence.
  - 6. Is under the influence of intoxicants or drugs while performing paraprofessional duties.

7. Consumes or sells intoxicants or drugs on Board property.
8. Steals Board property.
9. Duplicates RESD issued keys.

#### **ARTICLE IX - EVALUATION**

- A. All formal evaluations shall be reduced to writing and a copy given to the paraprofessional at the evaluation conference. If the paraprofessional disagrees with this evaluation, he/she may submit a written answer which shall be attached to the copy of the evaluation in question.
- B. When formal classroom monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the paraprofessional. It is understood, however, that evaluations shall include, but not be limited to, formal monitoring or observation.

#### **ARTICLE X - PAID LEAVES**

##### **A. Sick Leave**

1. At the beginning of each work year, twelve month employees will be credited with twelve (12) days of paid sick leave and school year employees will be credited with ten (10) days of paid sick leave. If employee leaves the district he/she will pay back unearned used sick leave. Unused sick leave shall be accumulated to a maximum of eighty-five days (85).
2. A paraprofessional may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability.
3. The Administration may require a physician's certificate verifying an illness or disability when it has caused a paraprofessional to be absent from his or her working responsibility in excess of three (3) consecutive days, or at any other time the Administration believes there has been an abuse of sick leave privileges.
4. A paraprofessional may use up to seven (7) days of accumulated sick leave for illness in the immediate family. Immediate family shall be defined as the paraprofessional's spouse, mother, father, mother-in-law, father-in-law, sister, brother, step children, or children or other relatives living in the household.
5. When there is a prolonged serious illness in a paraprofessional's immediate family (as defined in #4 above) the paraprofessional may request the Board of Education to grant up to the paraprofessional's

accumulated earned sick leave for additional paid sick leave. Such request should be made in writing.

B. Personal Leave

Paraprofessionals are entitled to use two (2) days per year three (3) days for 12 month paraprofessionals for personal leave. Personal leave may be used for any reason important to the paraprofessional subject to the restrictions below:

1. An employee shall request personal leave at least five (5) days in advance unless an emergency condition arises.
2. Except in cases of emergency, personal leave will not be granted for days preceding or following holidays or vacations.
3. Personal days are not cumulative.
4. It is understood that personal leave is not to be used for economic gain by self employment or paid employment with any other agency.

C. Bereavement Leave

1. A paraprofessional may use up to five (5) consecutive work days nondeductible from sick leave for death in the immediate family. Immediate family shall be defined as the paraprofessional's spouse, child, step-child, legal parent(s), step-parent(s) or foster child residing in the household.
2. A paraprofessional may use up to three (3) consecutive work days nondeductible from sick leave for death of grandparent(s), grandchildren, brother, sister, parent-in-law, daughter-in-law or son-in-law.
3. A paraprofessional may use one (1) day nondeductible from sick leave for the death of a brother-in-law or sister-in-law.
4. In the event of the death of a paraprofessional's relative not covered by the defined relatives in this section, the paraprofessional may be granted the use of personal leave day(s) as provided by Section B. herein.

- D. Jury Duty. Paraprofessionals shall be paid while serving on jury duty during the school day. If requested by the Administration, paraprofessionals shall cooperate in seeking release from jury duty service. Paraprofessionals shall remit back to the school district all compensation received (less travel expenses) for jury duty so served.

## ARTICLE XI - UNPAID LEAVES

### A. Unpaid Leave

1. Leaves of absence of up to one (1) year may be granted for the following purposes:
  - a. Educational improvement through further training
  - b. Child adoption or child care
  - c. Military leaves of absence shall be granted to any paraprofessional(s) as required by law
  - d. Family responsibilities, such as caring for a critically ill family member.
2. All leaves shall be limited to a maximum of one year. There will be no compensation or fringe benefits and seniority and salary increments shall not accrue except as otherwise contained herein. Sick leave days shall not accrue, but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board upon recommendation of the Superintendent at the time of approval of the request for leave. In leaves of short duration not to exceed six (6) weeks, paraprofessionals will be returned to their former position and shall receive fringe benefits pursuant to Article XVI.
3. A paraprofessional who is unable to work because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave may be renewed each year upon written request. Any paraprofessional who is unable to work due to an injury that arose out of and in the course of employment and is currently receiving Worker's Compensation Benefits for such injury shall be allowed to have his/her seniority accrue during this time period up to a maximum of one (1) year.
4. An unpaid leave of absence of up to six (6) weeks (30 working days) may be granted at the discretion of the Board of Education.
5. All requests for leave shall specify the following:
  - a. Date leave is to commence
  - b. Type of leave required
  - c. Fact pertinent to the request for leave
  - d. Length of leave
  - e. Signature
6. On leave of more than six (6) weeks, employees must notify the Board in writing at least thirty (30) calendar days prior to their planned return from leave, except for leaves of absence granted pursuant to Section 3.

above, in which case, twenty-one (21) calendar days written notice shall be required. An employee who fails to notify the Board as stipulated shall be considered a voluntary quit.

## **ARTICLE XII - VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as an unfilled position previously held by a paraprofessional that the Board intends to fill or when a new position is created. Temporary vacancies that occur due to a leave of absence by a paraprofessional of six weeks (30 work days) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.
- B. When a vacancy exists within the bargaining unit and the Board decides to fill it, notice of such vacancy will be posted on the staff bulletin board, and a copy sent to the Association president. Vacancies shall not be permanently filled until after such position has been posted for a period of ten (10) working days. The notice shall include the job title, program and program site in which the vacancy exists. The District shall also have posted at each program site where paraprofessionals regularly work, an outline of the basic duties of each position in the bargaining unit. Within a reasonable amount of time after the close of the posting period, the position will be filled.
- C. Request by a paraprofessional for a transfer to a different position shall be made in writing, and filed with the Superintendent or his designee. The application shall set forth the reasons for transfer, the school, level, or position sought and the applicant's qualifications. Such requests shall be reviewed whenever positions within the district become available and shall expire June 30 of the school year in which it was submitted.
- D. Any paraprofessional who fills a vacancy by transfer shall not be allowed another transfer for one calendar year unless such transfer is in the best interests of the district as determined by the Board.
- E. An involuntary transfer will be made in case of emergency or to prevent disruption of the instructional program. The Superintendent or his designee shall notify the respective paraprofessional and the Association president of reasons for such transfer as soon as possible.
- F. When filling a vacancy, the board or its designee shall consider the following: experience, performance, training, length of district service, ability, attitude and evaluations. The decision of the Board as to the filling of vacancies shall be final.
- G. Voluntary, Temporary Shared-Job Exchange  
Two paraprofessionals who mutually desire to exchange positions from one classroom to another on a temporary basis of not more than eight (8) weeks duration may make a joint application for such to the Administration.

The application shall be made in writing to the Superintendent or his designee. The application shall be signed by both paraprofessionals requesting the exchange and shall set forth the reasons for their request; as well as their current respective assignments; including the school(s), program(s), and classroom(s), and the requested duration of the exchange. The granting of such requests and the duration thereof shall be made only if the exchange is in the best interest of the educational program and shall be strictly an administrative prerogative. The denial of such requests and any matters pertaining to voluntary, temporary shared-job exchanges shall not be subject to the grievance procedure. Participation in this program will in no way prohibit a paraprofessional from being eligible to be considered for any vacancy that occurs during this time.

### **ARTICLE XIII - REDUCTIONS IN PERSONNEL**

- A. When the Board determines that circumstances warrant layoff of personnel, the Board shall select those paraprofessionals to be released according to the following factors:

1. Length of continuous service in the district in seniority area
2. Overall administrative assessment where seniority is equal

Paraprofessionals will be given at least twelve (12) calendar days notice of layoff.

- B. In the event of a reduction in bargaining unit positions the least senior employees shall be laid off, provided that:

If a full year employee is displaced or his/her position is eliminated, the employee(s) so affected may exercise his/her seniority to displace a less senior full year employee. (The least senior employee possible will be displaced.) If there is no less senior full year employee, then the employee affected shall have the right to displace a less senior school year employee. (The least senior employee possible will be displaced.)

If a school year employee is displaced or his/her position is eliminated, the employee affected may exercise his/her seniority to displace a less senior school year employee. (The least senior employee possible will be displaced.) If there is no less senior school year employee, then the employee affected shall have the right to displace a less senior full year employee. (The least senior employee possible will be displaced.)

- C. In the event of recall within three (3) years, paraprofessionals who have been previously laid off will be recalled in inverse order to position(s) they are qualified for by specific letter informing the paraprofessional of an opening and specifying the date which the paraprofessional is to report to work. The paraprofessional

will reply to the Superintendent of his/her desire to accept the position within seven (7) calendar days from receipt of the letter. The last address on file with the personnel office shall be deemed to be inclusive for purposes of the recall letter above. It is the paraprofessional's responsibility to report any change to the personnel office.

It is further understood by the parties that included as part of the qualifications required to be considered as a qualified instructional aide, is the paraprofessional's eligibility for Michigan State Department of Education approval and funding.

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - 1. The termination of services of or failure to re-employ any probationary paraprofessional;
  - 2. Paraprofessional evaluation;
  - 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants'
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section of subsections of this contract alleged to have been violated;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested.

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

- E. Procedure:

1. **Level One** - A paraprofessional alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the paraprofessional had knowledge of the occurrence) orally discuss the grievance with his program administrator in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussions the paraprofessional shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. **Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the program administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his office.
3. **Level Three** - Individual paraprofessionals shall not have the right to process a grievance at Level Three.
  - a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within ten (10) days after the decision of the Superintendent notify the Board of the intent to arbitrate. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the American Arbitration Association in writing.
  - b. Neither party may raise new defense or grounds at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
  - c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  - d. Powers of the arbitrator are subject to the following limitations:



- (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (2) He shall have no power to establish salary scales.
- (3) He shall have no power to decide any question which, under this Agreement, is within responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- (4) He shall have no power to interpret state or federal law.
- (5) He shall not hear any grievance previously barred from the scope of the grievance procedure.
- (6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- (7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- (8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

- F. The fees and expenses of the arbitrator shall be shared equally.
- G. Should a paraprofessional fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a paraprofessional fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a paraprofessional or group of paraprofessionals without his/her or their express approval in writing.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a paraprofessional or a participating Association representative are to be at their assigned duty stations.

- J. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

#### **ARTICLE XV - CONTINUITY OF OPERATIONS**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any paraprofessional take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

#### **ARTICLE XVI - MISCELLANEOUS**

- A. Entire Agreement  
This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Waiver  
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 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- D. Severability  
If any provisions of the Agreement or any application of the Agreement to any paraprofessional shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications

shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

E. Negotiation Procedures

The parties agree to begin negotiations on a successor agreement no earlier than ninety (90) days prior to the termination of this Agreement.

**ARTICLE XVII - COMPENSATION**

A. New paraprofessionals may be given credit on the salary schedule for years of experience in other employment.

B. Mileage Reimbursement

1. Effective the first full month following ratification of the 2011-12 Master Contract, paraprofessionals using their own cars in performance of their duties shall be reimbursed for mileage at the per mile rate established by the I.R.S.

2. Paraprofessionals shall submit Travel Expense vouchers to their supervisor electronically in accordance with the payroll deadline schedule developed annually by the business office.

C. Paraprofessionals shall be paid on a salary basis in equal installments.

D. Payroll deductions for the following annuity programs shall be made by the District upon proper written authorization by the paraprofessional to the Business Office.

1. Paradigm Equities
2. Gleaner Life Insurance Society
3. Ameriprise
4. Valic
5. Putnam Fiduciary Trust
6. American Funds
7. The Ledgent Group
8. Waddell and Reed Financial Services
9. Williams & Company

E. Paraprofessionals who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire as a paraprofessional from GIRESD, shall be eligible for a lump-sum payment of accumulated sick leave at the rate of fifty dollars (\$50.00) per day up to a maximum of eighty-five (85) days.

F. Each full year bargaining unit member shall receive one (1) hour of flex time each fiscal year to be used with the approval of their immediate supervisor.

## **ARTICLE XVIII - TRANSFER OF PROGRAMS/SERVICES**

- A. The RESD will notify the Association as well as involved employees of any plan to transfer a program or service from the RESD to a local school district.
- B. If a special education program or service is to be transferred from the RESD to a local school district the RESD will arrange for a meeting of the district and the official representatives of the education association involved in the program/service transfer to discuss the implementation of that transfer. The parties will discuss application of applicable statutes (School Code and State Aid Act) as well as any problems not addressed by statute.
- C. In planning a transfer of a program or service the RESD will attempt to provide for the continued employment of involved RESD personnel.

## **ARTICLE XIX - FRINGE BENEFITS**

The Board shall make available the following health care protection plans for full time paraprofessionals electing such coverage:

- A. For the life of this agreement, the Board will continue to provide the health care benefits similar to the level of benefits provided in the health care protection plan in existence during the 2010-2011 contract year. However, if legislation passes which (1) required intermediate school district employees to pay a portion of the premium for health care and other fringe benefits, (2) limits the amount of the premium which may be paid by the intermediate school district or (3) generally provides for payment by employees of a portion of the premium, that legislation shall be applied as of its effective date so that application of that legislation is not delayed until after the expiration of this contract. The portion of the premium said Employee is obligated to pay shall be payroll deducted.
- B. However, should said legislation not pass, the Board's contribution shall be increased to cover the cost of increased health insurance premiums up to 110 percent of the Board's contribution made in the prior fiscal year as of June 30, 2011. This plan shall remain in effect for the duration of the July 1, 2011 – June 30, 2012 contract, unless both parties agree otherwise. All other aspects of the current contract as previously approved by both parties shall remain in effect until the current contract expiration date, June 30, 2012.
- C. For those paraprofessionals not electing the coverage as described in Section A or Section B above, the Board will contribute an amount not to exceed the following toward the options listed below:

2011-2012	\$250 per month
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At the option of the employee the Board's contribution above shall be toward:

1. Short Term Disability
2. Hospital Indemnity
3. Dependent Term Life
4. Survivor Income Insurance
5. Group Term Life
6. Cash in lieu of
7. Group Joint Life
8. College Fund Benefits

Any tax consequences resulting from selections of options by an employee, shall be the responsibility of the employee.

The Board will maintain a plan to bring this section into compliance with IRS regulations.

- D. The Board shall provide payment for dental insurance coverage which is equivalent to or better than the MEBS dental program that was in effect in October 1, 2005. Type II benefits, as defined by MEBS, are provided at seventy (70) percent.
- E. The Board's contribution for part-time paraprofessionals toward insurance coverage(s) shall be made on a prorated basis provided said paraprofessionals are at least one-half time.
- F. The Board shall not be required to make duplicate contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other a covered dependent. Such designation shall be determined by the employees involved.
- G. The Board will contribute the premiums toward the purchase of MESSA Long Term Disability Plan II, or an equivalent or better plan by another carrier. Specifications as follows:
- |   |                       |
|---|-----------------------|
| Monthly Benefit:  | 70% of salary         |
| Elimination Period:                                       | 45 working day period |
| Maximum Monthly Salary Covered:                           | \$4,167               |
| Maximum Monthly Benefit:                                  | \$2,917               |
| Waiver of Pre-Existing Conditions                         |                       |
| C.O.L.A.  |                       |
| Freeze on Offsets   |                       |
| Alcohol/Drug and Mental/Nervous same as any other illness |                       |
- H. The Board will contribute the premiums due toward the purchase of AD&D Group Term Life Insurance for each non-probationary paraprofessional in the amount of \$29,000.

- I. The Board shall provide payment for vision insurance coverage which is equivalent to or better than the MESSA VSP2 Plan that was in effect in June, 1989. Employees must use a provider panel doctor to receive maximum reimbursement.
- J. Paraprofessionals working less than a full academic year (school year and full year paraprofessionals) shall have their insurance premiums terminated effective the first of the month following termination of employment.
- K. Changes in family status shall be reported to the personnel office within thirty (30) days of such change. The paraprofessional shall be responsible for any over payment of insurance premiums made by the Board for failure to comply with this program.
- L. A full year employee on approved leave (unpaid) during July and/or August will continue to receive health insurance premiums paid by the Board.

**ARTICLE XX – SALARY SCHEDULES**

Longevity/Years of Service

For 19-23 years of service to the District, employees will receive a Longevity payment payable in one lump sum, the first pay period in June according to the following schedule:

2011-2012      \$299.43

For 24-29 or more years of service to the District, employees will receive a Longevity payment payable in one lump sum, the first pay period in June according to the following schedule:

2011-2012      \$598.86

For 30 or more years of services to the District, employees will receive a Longevity payment payable in one lump sum, the first pay period in June according to the following schedule.

2011-2012      \$780.00

**ARTICLE XXI - CALENDARS**

Per the new paraprofessional contract and the current state requirements for days, the number of work days for paraprofessionals should be as follows:

<b>YEAR</b>	<b>INSTRUCTION DAYS</b>	<b>IN-SERVICE DAYS</b>	<b>TOTAL</b>
<b>2011-2012</b>	182	2	184 (7 hour days)

**FULL YEAR EMPLOYEES**

<b>YEAR</b>	<b>INSTRUCTION DAYS</b>	<b>SUMMER DAYS</b>	<b>IN-SERVICE</b>	<b>TOTAL</b>
<b>2011-2012</b>	182 (7 hours 5 minutes)	27 (7 hour days)	2	211

**ARTICLE XXII - DURATION**

This Agreement shall be effective upon ratification and signing by both parties and shall continue in full force and effect until June 30, 2012.

**GIRESD  
PARAPROFESSIONAL ESPA**

**GIRESD  
BOARD OF EDUCATION**

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**GIRESD Paraprofessional Association  
2011-12 Wage Scale**

<b>Step</b>	<b>Experience</b>	<b>School Year</b>	<b>Full Year</b>
1	0	\$19,046	\$22,061
2	1	\$19,994	\$23,158
3	2	\$20,935	\$24,249
4	3	\$21,881	\$25,343
5	4	\$22,828	\$26,441
6	5	\$23,771	\$27,534
7	6	\$24,715	\$28,628
10	9	\$25,867	\$29,961
15	14	\$26,811	\$31,055