

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE MACOMB ACADEMY AND  
THE MACOMB ACADEMY PARAPROFESSIONALS

This Agreement is entered into by and between Macomb Academy (the Academy) and the Macomb Academy Paraprofessionals ("Association") on 2<sup>nd</sup> day of December, 2020.

ARTICLE I - RECOGNITION, DEFINITIONS, DUES CHECK OFF,  
AGENCY SHOP, STRIKE PROHIBITION

A. Recognition

Pursuant to the Public Employment Relations Act (PERA), the Academy recognizes the Association as the sole and exclusive bargaining representative for all Paraprofessionals, currently Job Coaches and Teaching Assistants. Excluding: Supervisors, executives, substitutes, and all others.

B. Definitions

1. The word "school" includes the Academy and any off-site work location related to the Academy.
2. The singular of any pronoun includes the plural.
3. The Association Building Representative is a member of the Association so identified by the Association's President in writing to the Academy's Superintendent.
4. "Paraprofessionals" includes individuals assigned as Job Coaches or as teaching assistants.
5. "Job Coaches" are Academy employees that assist and guide students in employment training.
6. "Teaching Assistants" are Academy employees that assist teachers and guide students in the classrooms and school building.
7. "Summer employment" is an extra assignment outside of the regular academic year.
8. "Discipline" is considered to be any action by the Academy that results in a written reprimand, demotion, or loss in pay or status.

The Association will not direct, instigate, participate in, a work slowdown, encourage, or support strike action of any type by any bargaining unit member or group of bargaining unit members during the life of this contract. Should any bargaining unit member be found guilty of such actions by the Academy or any state or federal agency or court, such bargaining unit member will be subject to dismissal.

## ARTICLE II - FAIR PRACTICES

### A. Academy's Responsibility

No person or persons and/or department in the Academy responsible to the Board shall discriminate against any employee on the basis of race, color, national origin, sex, age, marital status, sexual orientation, gender expression or membership in, or Association with, the activities of the Association or any other labor organization.

### B. Association's Responsibility

The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status, sexual orientation, or gender expression and will, as required by law, represent all employees in the bargaining unit.

## ARTICLE III - BOARD RIGHTS

The Board has the contractual responsibility to carry out the educational mission of the Academy as reflected in the Charter issued by Central Michigan University (Grantor) and the laws of the State of Michigan. The Academy has, by contract with the Grantor, the right to general supervision of the institution and control and direction of the expenditures of the institution's funds. The Academy reserves and retains solely and exclusively the right to manage, direct, and supervise work performed; and retains its management rights and functions over the Academy. Such rights include, but are not limited to, the determination and supervision of policies, operations, methods, processes, duties and responsibilities of employees; size and type of academic and non-academic staff; standards of employment, related performance and assignments; responsibilities to be performed; scheduling of these responsibilities; the persons to be employed; staffing levels; administrative structure; promotion; transfer; reassignment, suspension, discipline, or discharge of employees; modification or abolition of academic or administrative programs and course of instructions; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of equipment facilities and control of its property, real or personal. The powers, authority and discretion of the Academy to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement.

## ARTICLE IV - RIGHTS OF ASSOCIATION

### A. Requests for Reports

The Board shall make available to the Association, upon its reasonable written request, any and all official and or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this agreement.

B. Posting of Notices

The Association shall have the right to post notices of its activities and matters of concern on the bulletin board. Said notices and other Association materials may also be circulated to all bargaining unit members through the Academy's information technology system. Should changes to the building result in the elimination of the current posting location, administration will provide an alternative place for postings.

C. Association Meetings

The authorized representative of the Association shall have the right to schedule Association meetings at the school before or after regular school hours and during the lunchtime of the employees involved. The Association will provide advanced notice of 24 hours prior to a meeting at the school requiring use of any common area in the Academy.

D. Administrative/Association Meetings

On request by either party the Superintendent and/or her/his designated representative shall meet once a week, if necessary, to discuss matters involving working conditions or the terms of this agreement with Association representatives. Such meetings shall be held outside of student contact hours or during unassigned time. Additional meetings by mutual agreement will be scheduled, if necessary.

E. Bargaining Unit Member Representation

No officer, executive board member, delegate, representative or agent of any organization other than the Association shall represent any bargaining unit member. The bargaining unit member may represent himself/herself if he or she so desires.

F. Association Business During Unassigned Time

The Association President, Vice-president or his/her designated representative shall be permitted to use unassigned time for Association business providing it does not interfere with completion of duties of the student-related responsibilities and where non-school time cannot be utilized. Should the designated representative be unavailable due to absence or implementing his/her work responsibilities, an alternate designated by the Association may act in his/her absence.

G. Contract Hearings/Court Procedures

A maximum of two (2) days per school year will be provided to the Association members for attendance at hearings or court proceedings relating to the implementation of the agreement. Said days shall not be charged to the individual employee's sick leave or result in loss of wages.

H. Copies of Contract

Copies of this Agreement and any amendments shall be made available to the members of the Association digitally on the Academy's web site.

I. Association Release Time

The President or his/her designated representative shall be granted six days per year of release time, without loss of pay, to serve the Association for Association business. The President or his/her designated representative will inform the Superintendent of their intent to use such release time as soon as reasonably practicable. No more than one paraprofessional will be granted Association Release simultaneously unless approved in advance by the superintendent.

## ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by a member of the bargaining unit or by the Association in its own name based upon an event, condition or circumstance, allegedly caused by deviation from, or misapplication of a provision of this Agreement in respect to said member(s) of the bargaining unit.
2. The term "school days" shall mean working school days. During summer recess, school days shall be counted as five (5) school days per calendar week.

B. Procedure for Adjustment of Grievance

1. Informal Conference

In the event that a bargaining unit member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his or her direct supervisor unless the concern relates to the direct supervisor at which point the member shall discuss with the Superintendent. In either situation, the bargaining unit member may have this discussion individually or accompanied by his/her Association representative.

2. Formal Procedure

a. Step 1

In the event the matter is not resolved informally, the grievance shall be submitted in writing to the Superintendent or his/her designee within fifteen (15) school days following the act or condition which is the basis of the grievance.

- i. The grievance may be lodged and thereafter discussed with the Superintendent:
    - a) by the bargaining unit member accompanied by the Association representative;
    - b) by the Association representative, if the bargaining unit member so requests;
    - c) by a bargaining unit member on his/her own behalf; or
    - d) by the Association in the name of the Association.
  - ii. Within ten (10) school days after receiving the written grievance, the Superintendent shall communicate his/her decision on the grievance in writing to the grievant or the Association representative with a copy to the Board.
- b. Step 2
- i. Within ten (10) school days after receiving the decision of the Superintendent or his/her designee the Association and/or grievant may appeal the grievance to the Board no later than twenty (20) school days after receiving the appeal in writing, the Board, or a Committee of the Board, shall meet for the purpose of reviewing the grievance.
  - ii. Within ten (10) school days after said meeting, the Board shall communicate its decision in writing to the aggrieved bargaining unit member, if any, the Superintendent, and the Association.
- c. Step 3
- i. Within thirty (30) school days after receiving the decision from the Board, if there is to be an appeal, the Association shall submit the grievance to alternative dispute resolution under the provisions set forth in MCL §423.9d and the Rules of the Michigan Employment Relations Commission (MERC). Only the Association may advance a Grievance to Arbitration.

- a) An arbitrator shall be selected by the “strike” method from MERC’s current list of eligible arbitrators.
- b) The arbitrator shall issue a written reasoned opinion within the time frame set by statute and regulations of MERC.
- c) The arbitrator shall be bound to apply the law of the State of Michigan relating to the interpretation of collective bargaining agreements and shall be bound to resolve the dispute within the specific terms of this agreement
- d) The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His/her authority shall be limited to deciding whether there is a violation of the terms and conditions of this Agreement. The arbitrator shall have no authority to impose or fashion any remedy beyond that which may be allowed by this Agreement.
- e) The arbitrator shall not be authorized to make any determination or issue any resolution that is contrary to the terms of the Academy’s authorizing document or the laws of the United States and the State of Michigan.
- f) The arbitrator’s decision shall be binding on both parties’ fees and expenses of the arbitrator shall be equally borne by both parties to the grievance: fifty percent (50%) by the Board and fifty percent (50%) by the Association.
- g) In the event the association does not file a grievance with MERC within thirty (30) school days after the receipt of the Board’s decision, the grievance shall be deemed abandoned and the Board’s decision shall be considered accepted.

C. Appearance and Representation

1. The Association shall provide the Academy with written notice, which will include the names of all witnesses to be excused, ten (10) school days prior to an arbitration hearing held in accordance with Step 3 under this Article.
2. Meetings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present at the hearing, and these persons shall be excused without loss of pay consistent with Article IV, Section G.

3. If the grievance arises from the action of authority higher than the Superintendent, the Association may present such grievance at Step 2 of this procedure.
4. If a grievance arises which affects the entire system, the Association may submit such grievance directly to the Superintendent for action; however, this shall not eliminate any Administrator from participation at the request of the Superintendent
5. The Association, on its own behalf, shall have the right to appeal a decision on a grievance at any step in this procedure.

D. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall mean an automatic appeal to the next step of this procedure.
2. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
3. Time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

E. Records

Records produced according to the grievance procedure shall be maintained consistent with the provisions of MCL 423.501.

## ARTICLE VI – EVALUATIONS, SENIORITY, LAYOFF AND RECALL, AND VACANCIES

A. Evaluation

Bargaining unit members will be evaluated using the Charlotte Danielson evaluation format.

1. Paraprofessionals will be evaluated on a yearly basis.
2. Paraprofessionals will be observed both formally and informally throughout the year.
3. Each Paraprofessional will be formally observed no less than twice in each given school year and there should be at least a period of one calendar month between formal observations.
4. Formal observations will be no less than 30 minutes in length.

5. There will be a post-observation meeting between the evaluator and the Paraprofessional after formal observations where the evaluator will discuss with the Paraprofessional the strengths and weaknesses observed, and notify the Paraprofessional of deficiencies in their performance in order to provide the Paraprofessional the ability to correct any perceived deficiencies.
6. All paraprofessionals will receive a year-end evaluation. All evaluations shall be based, at least in part, on multiple observations of paraprofessionals by their evaluator(s). Evaluations may include material from both formal and non-formal observations.
7. Evaluators will have a post evaluation meeting between the evaluator and the Paraprofessional where the evaluator will discuss with the Paraprofessional the strengths and weaknesses observed throughout the year.

B. Seniority

1. Seniority shall be defined as length of service within the bargaining unit. Within the thirty days of the execution of this Agreement, the Board and the Association shall meet and agree upon a seniority list. Seniority will commence on the first date that instructional services are rendered by a bargaining unit member with the Academy for which there is compensation. In the event two or more members have the same seniority date, a drawing shall be held to determine the order of seniority. The Superintendent or his/her designee, the Association President and the affected members shall be present. The bargaining unit member who draws the highest number (1 shall be the highest number) shall have the highest seniority, followed by the bargaining unit member who draws the next highest number and so on and so forth.
2. Leaves of absence, other than Association leave approved by the Board, will not sever an employee's seniority status, but such status shall remain "frozen" from the commencement date to the termination date of the leave.
3. Seniority shall not accrue during any "layoff" period.
4. Termination of employment, including resignation, will result in the cancellation of all claims to seniority within the Academy.
5. No later than November 1 of each year, the Academy will provide to the Association a list of employees in the bargaining unit and the official hire date for each employee. The Academy and the Association shall confer to resolve any disputes concerning seniority dates.
6. Any Paraprofessional who is transferred to or hired into a position outside of the bargaining unit shall not be considered a member of the bargaining unit but may retain their bargaining unit seniority while in the position outside of the bargaining



unit for a period of not more than five (5) years. In the event that a bargaining unit member has served in a position outside of the bargaining unit and the position served in later becomes part of the unit, the bargaining unit member's time previously served in the newly acquired position will be added to the member's seniority in the bargaining unit.

C. Layoff and Recall

1. A layoff is a reduction in the number of paraprofessionals employed at the Academy, or a reduction in hours.
2. When a layoff occurs, paraprofessionals shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first provided there are employees qualified to perform the duties of the remaining positions.
3. When the working force is increased after layoff, paraprofessionals will be recalled according to seniority with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five work days from receipt of the notice of recall, he/she will be deemed to have resigned.
4. Bargaining unit members will remain on the recall list for thirty-six months following layoff or the length of their seniority, whichever is less.
5. A bargaining unit member's seniority will remain frozen while on layoff. The failure to report to work upon recall will sever the bargaining unit member's seniority.

D. Vacancies

When a paraprofessional vacancy exists requiring the hiring of a new paraprofessional, the job posting will be provided to bargaining unit members through email at least three days prior to the position being posted to the public.

ARTICLE VII - CALENDAR

The parties have agreed to follow the Macomb County Common Calendar.

The calendar will be developed by consensus of a committee comprised of four people:

1. The president or designee of the Macomb Academy Education Association
2. The president or designee of the Macomb Academy Paraprofessionals Association
3. The superintendent or designee of Macomb Academy
4. One representative of other non-unionized employees, who is chosen by the superintendent.

## ARTICLE VIII - WORKING CONDITIONS

### A. Discipline

The Academy will notify a Paraprofessional in advance when a meeting may result in discipline and allow the Paraprofessional to have union representation at the meeting.

When discipline is issued, paraprofessionals will be notified of the claim or charge being made against them and be given an opportunity to respond.

### B. Student Assignments

Prior to the assignment of students to job site locations, paraprofessionals will be provided a form to provide comments and feedback related to what the paraprofessionals believe are, or are not, the best assignments for the students based on each student's needs, abilities, and prior job experiences as known by the Paraprofessional. These comments and feedback will be considered by the Academy's administration in their meetings relative to student job assignments.

### C. Work Day

A full work day for Paraprofessionals generally begins at 8:30 am and ends at 3:30 pm. The work day is seven consecutive hours. The academy may adjust the report and end times of some paraprofessionals by up to 30 minutes to adjust for efficiency. Such adjustment will not modify the length of the overall work day. Adjustments will only be made at the beginning of the school year and at the start of the semester in January. Notice of any change in the report and end time will be given to paraprofessionals by August 1 for the beginning of the school year and by the end of the last school day in December for changes effective at the start of the new semester in January. When a schedule is changed, priority will be given to the paraprofessional who already holds the position. If the paraprofessional who already holds the position does not select the modified position, volunteers will be taken before involuntary changes are made.

On one day per week, the work day for Paraprofessionals will be extended by 30 minutes – either before or after the standard work day – to serve as a paid record-keeping time and will be free of student responsibilities. Paraprofessionals will be given the opportunity to sign up for time slots on a weekly basis for this purpose. Paraprofessionals cannot sign up for more than one time slot per week.

In order for paraprofessionals to prepare reports and student records at the end of each marking period, administration will provide paraprofessionals with 2 hours of pay to complete records at home or at school using a district computer. Timing and days will be determined by administration after discussion with paraprofessionals.

Paraprofessionals will keep their time through the Academy's time clock system. Paraprofessionals will be paid 1.5 times normal pay for any hours worked over 40 hours actually worked in a given work week (Sunday to Saturday) consistent with the federal Fair Labor Standards Act (FLSA). Time will be calculated on the time clock in 6-minute increments. Paraprofessionals will have a paid 40-minute duty free lunch period.

D. Extra Activities

1. The Academy acknowledges that it holds activities outside of the regular school day. As has been its practice, the Academy will seek bargaining unit members willing to assist in these activities. These activities will not be considered mandatory. As such duties are voluntary, bargaining unit members will not be paid for those chaperoning duties, nor will bargaining unit members be viewed unfavorably or have their employment be negatively affected in any way for failing to volunteer for such duties. Time engaged in such activities will be repaid to bargaining unit members in equal comp time. "Comp time", as used in this section, is paid time off. Unused comp time may be carried over into the next year. Comp time must be used within 26 pay period of earning the time. Paraprofessionals will not receive pay for any unused comp time.
2. If 8:00 am meetings are scheduled, Paraprofessionals will receive compensation time for the half hour between 8:00 am and 8:30 am. Their pay will begin at 8:30 am. They will be released by 8:25 to allow them to clock in by 8:30 am.
3. Paraprofessionals who volunteer for bus duty may clock out when the duty is completed, knowing that their pay ends at 3:30 pm and additional time (in 15-minute increments) will be available to be used as compensation time. The purpose of this arrangement is to avoid a gap in coverage around 3:30 pm to allow for staff members to punch out.
4. A staff meeting schedule will be announced by the end of September. Meetings will last up to an hour. Paraprofessionals will attend four of the meetings with pay, which will be identified on the schedule. Paraprofessionals may attend the other meetings and receive up to an hour of Comp time.
5. Paraprofessionals attend all PD except one day. Paraprofessionals do not work on teacher Records Days.

## ARTICLE IX – SALARY AND BENEFITS

A. Salary Schedule

1. Paraprofessionals will be placed at the appropriate Tier based upon years of service with the Academy upon ratification of this Agreement.

For the 2020-2021 school year, the salary schedule shall be as follows:

Tier 1 - \$11.95 per hour

Tier 2- \$12.45per hour (for years 2 through 3 with Academy)

Tier 3 - \$12.76 per hour (for years 4-5 with Academy)

Tier 4 - \$13.11 per hour (for years 6-7 with Academy)

Tier 5-\$14.36 (for 8 or more years with Academy)

Should the Academy have no less than 80 pupils on the official pupil count, measured on the October 2020 count day, the Academy will provide an increase of \$0.10 per hour on each tier for that school year.

Beginning in their 10<sup>th</sup> year of employment with the Academy, Paraprofessionals will receive longevity payment of \$350 per year. This payment will be divided in two installments with half paid in January and half paid in June. Eligible bargaining unit members must be employed by the Academy at the time of payment to receive longevity pay.

Paraprofessionals will move to the next pay tier, when appropriate, at the anniversary of their job hire date, normally the first day of work with Macomb Academy. Severance and re-hire will not add Tiers for time away from the Academy but will resume from the previously earned Tier so long as the Paraprofessional is rehired within three years from their date of severance. The hire date remains intact during the course of any paid or unpaid Academy approved leave of absence.

#### B. Pay Plan

1. All bargaining unit members will be paid by electronic direct deposit. It is the responsibility of the Paraprofessional to provide the appropriate information to the Academy for those direct deposits. The Academy will provide members paper paystubs/payroll records for each payroll. For payrolls issued in late June, July and August, payroll records will be mailed to the Paraprofessionals' address on file in the Academy's office. Where the summer address of the bargaining unit member is different from the one on file, the member will provide the Board office with self-addressed envelopes on or before June 30 of each year for issuance of the noted checks. Reimbursements, including mileage, will also be electronic deposit. Paper checks may be issued by the Academy until direct deposit is facilitated on this issue. The Academy will work to facilitate direct deposit as soon as reasonably practicable.

#### C. Travel and Damages Reimbursement

1. Paraprofessionals will be reimbursed the maximum IRS per mile rate for travel when transporting students from the Academy to job sites.

2. The Academy shall carry sufficient insurance to cover the replacement cost of any personal property damaged or destroyed as the result of an act of assault upon a Paraprofessional occurring in the course of his/her employment so long as the damage does not result from the Paraprofessional's own negligence. In the event a dispute arises between the Academy and its insurance provider based on a claim submitted under this provision by a Paraprofessional, the Academy shall pay the Paraprofessional for any and all amounts not covered by insurance assuming the Academy believes that the claim submitted by the Paraprofessional is in good faith and the personal property was damaged or destroyed as the result of an act of assault upon a Paraprofessional occurring in the course of his/her employment and was not the result of the Paraprofessional's own negligence.

## ARTICLE X – INSURANCE BENEFITS

### Automobile and Liability Insurance

The Academy will provide full auto insurance liability coverage for Paraprofessionals while using their own vehicle during working hours to transport students. The insurance policy carried by the Academy will provide for full-coverage no fault automobile insurance – including standard collision coverage, along with damage, liability, and other coverage

(first party benefits, and third party or uninsured motorist liability coverage) provided for under the Michigan No Fault Law with a liability limit of \$1,000,000. Keeping a driving record that allows a Job Coach to drive to their job sites is considered an essential task of their employment.

The Academy will cover any deductible associated with its policy.

The Academy will provide the Association a copy of its insurance policy covering automobiles on a yearly basis.

## ARTICLE XI - LEAVES OF ABSENCE

### A. Paid Absences

Each school year, the Academy will grant each bargaining unit member a total of eight paid leave days. If a bargaining unit member is aware in advance that he or she will need to be absent, the bargaining unit member should provide no less than 24 hours' notice of the absence. The Academy will compensate Paraprofessionals for unused paid leave time at the end of each school year at a rate equal to 50% of the Paraprofessional's hourly rate, provided the Paraprofessional is an active employee at the end of the school year, unless the Paraprofessional indicates the desire to roll over some or all of such leave to the next year. Paraprofessionals may roll over up to 4 days per year to a maximum of a total of 20 accumulated days. Accumulated days may only be used for personal illness or for an FMLA qualifying condition of an applicable family member. Bargaining unit members

must use their allotted days for a given year before they can access accumulated rollover days.

B. Disability Leave

1. The Academy will, no more than once every two school years (pursuant to the FMLA calendar used by the Academy), grant up to 20 days of paid leave concurrent with an qualifying FMLA leave, including intermittent leave. These paid days will only be granted after the individual has expended all of their contractual leave days. If fewer than 20 days of paid leave are used, a subsequent request will be granted as long as the total does not exceed 20 days in a two-year period. This period will be calculated rolling 24 months forward, from the first day granted.
2. Unpaid leaves of absence for up to one year will be granted for disability of the Paraprofessional when the following conditions are met:
  - a. Paraprofessionals are responsible to inform the School Administration of a need for a medical leave of absence as promptly as possible. A Paraprofessional may, at any time prior to the expiration of a paid medical leave, request in writing extended unpaid medical leave of absence terminating at a specified date. A note from a physician documenting the necessity of leave is required.
  - b. In the event a Paraprofessional, who is absent on leave, recovers and is released by the attending physician so as to return to work before the expiration of the leave, the Paraprofessional shall have to notify the district in writing of this intention to return with a specified date. Such notification must be supported by a report from the attending physician certifying that the Paraprofessional is capable of performing the functions and duties of his/her position. This notice shall be given as much in advance of the Paraprofessional's intended return as possible.
  - c. In the event a paraprofessional is entitled to paid leave under another provision of this contract, that paid leave provision takes precedence.

C. Bereavement

Each school year, the Academy will grant each bargaining unit member up to three bereavement days for the death of a grandparent, parent (including a current father or mother-in-law), spouse, child (including current son or daughter-in-law or step-child), uncle, aunt, sibling (including a current brother or sister-in-law), first cousin, niece or nephew. The Academy will grant the necessary number of three-day bereavement leaves in the event of multiple such deaths.

D. Jury Duty

A bargaining unit member absent from duty because of jury duty shall, upon prior written notice to the Superintendent, be paid their regular daily pay for the time served. Any payments received from the courts will be deducted from pay received from the Academy.

In order to receive jury duty pay, the bargaining unit member must provide documentation to the Academy of any court reimbursement within ten (10) days of such receipt

E. Court Appearances

The Academy will pay a bargaining unit member who is subpoenaed to appear in court as a result of his/her duties at his/her regular hourly or per diem rate for hours or days missed in order to comply with the subpoena; provided, however, this section does not apply to arbitration hearings or administrative or civil actions initiated by the member or the Association; or, to criminal cases in which the member is the defendant.

F. Childcare Leaves

Upon the conclusion of disability leave in connection with childbearing as provided paragraph B above, and in addition to leave under the Family Medical Leave Act, an unpaid leave of absence will be granted to any bargaining unit member for the purpose of childcare at the discretion of the Academy. Said leave shall commence upon the request of the member and approval by the Academy and extend for a duration of up to one year. The member will notify the Academy of their desired date of return. The actual return date will be scheduled by the Academy to insure as little interruption as possible to the academic schedule of the Academy, but no later than the end of the quarter after the desired date of return.

G. Discretionary Unpaid Leave

Paraprofessionals may request an unpaid leave of absence for a period of up to one year. Whether to grant an unpaid leave of absence is at the discretion of the Academy and will be considered on a case-by-case basis. Upon completion of a discretionary leave of absence the paraprofessional will be placed into the next available opening. If the bargaining unit member refuses placement after completion of the leave, their employment will be terminated.

## ARTICLE XII - PERSONNEL RECORDS

A. Right to Review Personnel Records

The right of a bargaining unit member to review his/her personnel record is defined in the Bullard-Plawecki Right to Know Act, MCL 423.501, et seq.

B. Association Representative

A representative of the Association may, at the bargaining unit members' request, accompany the member who is reviewing his/her personnel record. Any such review shall be made in the presence of the Superintendent and/or his/her designee. Privileged information, such as confidential credentials and related personal references normally sought at a time of employment, are specifically exempted from such review.

C. Notice of Disclosure of Personnel Record

The Academy will notify a bargaining unit member when a third-party requests information from his/her personnel record, unless the Academy has been provided a written waiver of such notice signed by the member. Notice will be provided by electronic mail or first-class mail to the member's last known address.

D. Material Reproduction

The Academy will provide the bargaining unit member with copies of any materials in his/her file upon request.

### ARTICLE XIII - WAGE CONTROL SAVINGS CLAUSE

In the event mandatory wage controls are enacted or promulgated by the federal government, the Academy agrees to meet the Association to renegotiate only those provisions of this Agreement which become null and void by virtue of any such enactment or promulgation.

### ARTICLE XIV - CONSTRUCTION AND INTERPRETATION OF PROVISIONS CONTRARY TO LAW

If any provision of this Agreement is found to be contrary to federal or Michigan law, then said provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

### ARTICLE XV - MISCELLANEOUS

A. Part-Time Employment and Benefits

While Macomb Academy has no obligation to provide or facilitate the opportunity for part-time employment, in the event that it does, the employer may pro-rate any of the benefits in this agreement or grant the same status to part-time paraprofessionals with regards to wages and benefits as it does for full-time employees. In any case, the employer's application of proration must be consistently applied with all Association members.

B. Wage Statements

The Board will issue individual wage statements to bargaining unit members no later than 20 days after the ratification of this Agreement, which will not be inconsistent with this Agreement.

C. Emergency Notification



The Academy will provide notification to local news stations for emergency closings of the school and will make every effort to do so by 6:00 am. The Academy will also email staff of closings as soon as is reasonably practicable.

D. Calamity Day

Calamity days are school closings because of conditions not within the control of school authorities, for example inclement weather, fires, epidemics, mechanical breakdowns or health conditions. Whenever calamity days occur, bargaining unit members shall not be required to report of work, and shall be compensated for a full day's pay. In the event instructional hours must be made up at another time in order to receive full state funding, the hours will be rescheduled, and the employees will work the hours without additional compensation.

E. Low Attendance Day

Should student attendance fall below the State minimum to qualify as a full attendance day, currently 75%, Paraprofessionals will be paid both for working the day that fell below the minimum and for any additional make-up days that are scheduled.

ARTICLE XVI – GENERAL

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 mandatory subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this agreement each acknowledge that they have no further need or duty to bargain over the terms and conditions of employment except as required under the Michigan Public Employment Relations Act or the decisions of the Michigan Employment Relations Commission made thereunder. The board cannot modify, add, or subtract to any of its board policies affecting wages, hours, and working conditions during the life of the agreement.

ARTICLE XIX - TERMINATION CLAUSE

A. Term

This Agreement and all its provisions and appendices shall become effective immediately upon ratification by the Association and the Academy's Board and shall continue in effect until midnight on June 30, 2021.

B. Negotiations

Upon written notice to the other party, on or before February 1 of the year this Agreement expires, either party may request the opening of negotiations for a new collective bargaining agreement. Any negotiations held during the school year shall not be held during working hours unless otherwise agreed upon by both parties.

C. Notices

Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested or hand delivered.

D. Emergency Manager

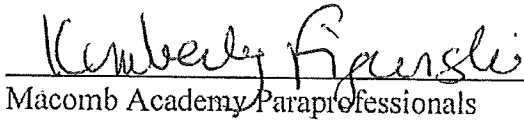
The Agreement may be modified or rescinded by an Emergency Manager if required by Michigan.

~~Tentatively~~ <sup>A</sup> Agreed to and executed this 2nd day of December, 2020

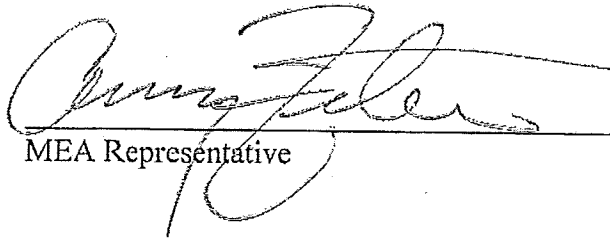


Macomb Academy

12/2/2020  
Date

  
Macomb Academy Paraprofessionals

11-24-2020  
Date

  
MEA Representative

Nov 10, 2020  
Date

## COVID-19 APPENDIX

The following is an appendix agreed to by the parties specifically to address concerns related to the global pandemic associated with the novel coronavirus and COVID-19. Accordingly, for the 2020-21 school year, the parties agree as follows:

- A. Bargaining unit member absences because they had COVID-19 or because they or a family member were ordered to quarantine because of COVID-19 exposure or symptoms will not negatively impact the bargaining unit member's evaluation.
- B. If the Academy is conducting classes in a remote/virtual setting because of COVID-19, all meetings with the entire bargaining unit will be limited to the hours of the contractual day. Meetings will be scheduled so as to not interfere with other duties or assignments of bargaining unit members.
- C. Bargaining unit members will not be expected to conduct COVID health screenings of students.
- D. The Academy will not prohibit bargaining unit members from wearing facial coverings to prevent the transmission of disease.
- E. The Academy will provide masks and disposable gloves for bargaining unit members. Bargaining unit members may also wear masks they have purchased individually. If a bargaining unit member desires additional personal protection equipment, they will discuss the matter with Academy administration.
- F. If the Academy is conducting classes in a remote/virtual setting because of COVID-19 and bargaining unit members are expected to participate remotely, the Academy will ensure that unit members have access to a computer with a camera in order to complete their work. If bargaining unit members are able to work from home in such remote/virtual setting, but do not have internet access at their home (or insufficient internet access), they will be able to come into the Academy's building to use the Academy's internet/Wi-fi
- G. Bargaining unit members that must take leave from work because they have COVID-19 or because they or a family member are ordered to quarantine because of COVID-19 exposure or symptoms may access their 20 days of paid Disability Leave under Article XI.B. even if such leave has been accessed within the past two years. Bargaining unit members may only access such leave based on medical necessity and only after exhausting leave granted under the federal Families First Coronavirus Response Act and other contractual paid leave.

- H. Bargaining unit members will be expected to clean and disinfect areas that they have used in the school building but will not be tasked with cleaning/disinfecting common areas within the school building. If bargaining unit members are transporting students to/from job sites, they will be tasked with ensuring that the vehicles get cleaned/disinfected between trips.
  
- I. The parties agree that unforeseen issues may arise during the 2020-21 school year relative to the COVID-19 pandemic and its effect on the wages, hours, and working conditions of bargaining unit members. Accordingly, the parties agree to meet and confer in good faith during the term of this agreement should such changes be necessary.

**MACOMB ACADEMY  
MEMORANDUM OF UNDERSTANDING**

*December* This Memorandum of Understanding ("Memorandum") is entered into this 2<sup>nd</sup> day of October, 2020, by and between the **Macomb Academy ("Academy")** and the **Macomb Academy Paraprofessionals Association, MEA/NEA ("Association")**.

**WHEREAS**, the Academy currently has a shortage of teachers; and

**WHEREAS**, the Association has qualified individuals that could serve in the capacity of long-term substitute teacher; and

**WHEREAS**, the parties wish agree to terms for those qualified individuals to be able serve in the capacity of long-term substitute teacher;

**NOW, THEREFORE**, the parties agree as follows:

1. The substitute teaching positions are not part of the Association's bargaining unit;
2. Bargaining unit members that are qualified may serve in the role of substitute teacher and receive a daily rate of \$100;
3. When bargaining unit members are no longer needed as long-term substitutes because of the hiring of a permanent teacher, the bargaining unit member will be returned to the position they vacated to fill the substitute role;
4. Bargaining unit seniority will continue to accrue as normal while the unit member is serving in the long-term substitute role;
5. This MOU will expire on June 30, 2021

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year above written.

**MACOMB ACADEMY**

By: *Tracy Comer Scarsella*  
Its: Tracy Comer-Scarsella, Board President

**MACOMB ACADEMY PARPROFESSIONAL  
ASSOCIATION**

By: *Kimberly Figurski*  
Its: Kimberly Figurski, MEA Representative