

AGREEMENT

BETWEEN

MIDLAND COUNTY EDUCATIONAL SERVICES AGENCY

AND THE

Midland County Educational Service Agency

Federation of Paraeducators

(AFT – MICHIGAN)

July 1, 2019 – June 30, 2023

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ARTICLE 1. PREAMBLE

Agreement made effective upon ratification by and between Midland County Educational Service Agency, hereinafter called “the Board,” and the Midland County Educational Service Agency Federation of Paraeducators affiliated with the American Federation of Teachers and the American Federation of Teachers – Michigan, hereinafter called “the Union.”

ARTICLE 2. RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of this Agreement.

Unit Defined

All full-time and regular part-time paraeducators.

Excluded

Administrative and supervisory employees, substitutes and all others.

ARTICLE 3. DEFINITIONS

1. Wherever the term “employee” is used, it is to include all members of the unit defined above.
2. Wherever the term “Board” is used, it will include its agents, officers, and trustees.
3. Wherever the singular “employee” is used, it is to include the plural.
4. Wherever the pronouns “his, him, or he” are used, they are gender neutral.
5. Wherever “day” is used, it is intended as a regularly scheduled workday.
6. Wherever “hour” is used, it is intended as a clock hour.
7. A “school year employee” shall be an employee who normally works the school year calendar.
8. An “extended school year employee” shall be an employee who normally works the school year calendar and chooses to work the summer calendar.

ARTICLE 4. BOARD RIGHTS

The Board retains all rights, powers, and authority vested in it by the laws and Constitution of Michigan and the United States. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of the

Agreement and Under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively by the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the workforce, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the workforce, to lay off and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods of changes therein. Employee recommendations in these areas are encouraged.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions pertinent to the employee's duties.
7. Determine the location or relocation of its facilities, including the establishment or location of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 5. NO STRIKE CLAUSE

1. The Union and Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, for the life of this Agreement, the Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge as deemed necessary by the Board.
2. The Board agrees it will not lock out employees during the time of this Agreement. This provision shall not be construed to prohibit the Board from rescheduling employees due to a strike by another labor group or if the Union and/or its members are in violation of Section 1 (above).

ARTICLE 6. FAIR PRACTICES

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, age, handicap, national origin, sex or marital status or other protected classifications.
2. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, age, handicap, national, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.
3. All policies and practices shall be fairly applied to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

ARTICLE 7. SCHEDULING AND HOURS OF WORK

1. The Board and the Union recognize that rigid scheduling is not always in the best interests of the Board or the students.
2. Employees regularly scheduled to work six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute breaks per day. Employees scheduled to work at least

three (3) hours but less than six (6) hours per day shall be entitled to one (1) fifteen (15) minute break per day.

3. Employees in classroom programs where feeding lunch is a part of the instructional program will be provided a thirty (30) minute paid time period to eat lunch and shall remain on duty during that time. Other employees shall be provided an unpaid, thirty (30) minute duty-free time period to eat lunch. Lunch schedules shall be consistent with the lunch schedule of the building and/or program to which employees are assigned.
4. Lunch and break schedules will be established by administration. The Union may make recommendations to administration regarding the scheduling of break times.
5. When approved by a supervisor, employees may occasionally be needed to work beyond their normal established work schedule. Changes to the work schedule and/or additional hours worked, shall be documented on the time sheet.

ARTICLE 8. CALENDAR

1. Work year

Prior to adopting a calendar, the Board will present to the Union a draft of the upcoming school year calendar, including the extended school year, for input and review.

2. In-Service Activities

The Board reserves the right to schedule in-service activities. The Union may submit a written plan to the Board outlining proposed in-service activities. The proposed plan will contain a statement of goals and objectives, a proposed agenda, recommended speakers and a suggested timeframe. Upon request of the Union, representative of the Board will meet to discuss the proposed plan.

Employees are required to attend all in-service activities unless pre-approved in advance by the supervisor or Superintendent. If an employee fails to attend, other than due to an extenuating circumstance, he/she may be responsible to gain the training at his/her own expense within a time period set by administration and the association. (Some examples of an extenuating circumstance could include: serious illness of self or family member, funeral, accident, pre-arranged event such as wedding or vacation). Documentation supporting an extenuating circumstance may be required. If not provided, an employee will be responsible to gain the training on his/her own expense.

3. Snow Days / Conditions beyond the Control of the Board

Employees shall not be required to report to work when the district is closed due to weather or other conditions beyond the control of the Board. The Board shall have the right, in accordance with State law, to reschedule any days lost when school is closed for reasons that do not allow such days to be counted as days of instruction.

Employees will be required to work any rescheduled days and shall be paid for such days in the payroll period during which they worked. Employees will not be paid when the district is closed due to weather or other conditions beyond the control of the Board, but may use any available leave time to be paid for the time when the district is closed.

When a snow day or conditions beyond the control of the Board occurs on a day when an employee had an approved personal leave day, such leave will not be deducted from the employee's eligible allotment of personal leave time.

In the event school is cancelled after the start of an employee's workday due to inclement weather, or due to conditions not within the control of the Board, employees will be dismissed following any necessary activities and will be paid for the balance of the day, provided such day(s) are permitted to be counted as a day of student instruction and will not be rescheduled.

ARTICLE 9. UNION MEMBERS DUES OR AGENCY SHOP SERVICE FEES

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, may become members.
2. A list of those employed as paraeducators will be provided to the union by human resources by the first Monday of October.
3. In the event that the laws prohibiting the payment of union dues or agency fees as a condition of employment and/or payroll deduction of dues are overturned, the parties will meet in a timely manner to negotiate possible changes to this Article.

ARTICLE 10. PAYROLL DEDUCTION

In addition to required deductions, the Board shall deduct from the employee's pay, and forward to the appropriate party, amounts designated by the employee for:

- A. Financial Institutions
- B. Tax Sheltered Annuities or 403(b) Plan
- C. Insurance Options
- D. Flexible Spending Accounts
- E. United Way
- F. Direct Deposit (ACH)
- G. Garnishments and court-ordered deductions
- H. Any other deduction that may be mutually agreed upon

ARTICLE 11. GRIEVANCE PROCEDURES

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

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

- A. The termination of services of, or failure to re-employ, any probationary employee;
 - B. Any matter involving employee evaluation, except adherence to the procedure;
 - C. Any matter of which an employee seeks formal recourse outside of the grievance procedure (i.e. EEOC).
2. The time limits contained herein shall be strictly observed, but may be extended by written mutual agreement between the Board and the Union. A grievance not initiated and/or processed from step to step by the Union within the time limits of the Grievance Procedure shall become null and void and shall not be processed as a grievance.

If Administration fails to respond at any Step within the prescribed time limits, the Union may proceed directly to the next step of the Grievance Procedure.

3. A claim by an employee, or by the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance hereinafter provided. In the event an employee believes there is a basis for a grievance, he has no later than five (5) working days to discuss the alleged grievance personally with his immediate supervisor.

Step I

If, as a result of the informal discussion with the supervisor, the alleged grievance still exists, the employee may invoke the formal grievance procedure on the form set forth as Appendix A signed by the grievant and/or representative of the Union, which form shall be available from the Union Vice President/Grievance Office. A copy of the grievance form shall be delivered to the supervisor within five (5) working days after oral discussion. If the grievance involves more than one (1) worksite, it may be filed with the Superintendent or his designee.

Step II

Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the employee and/or Union representative in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent no more than ten (10) working days after the Step II meeting. Within ten (10) working days the Superintendent, or his designee, shall meet with the grievant and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or his designee, or if no disposition had been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board no more than ten (10) working days after the Step III meeting. The Board, no later than its next regular meeting or ten (10) working days, whichever shall be later, will hold a hearing on the grievance, or review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union's grievance representative.

Step V

If the grievance is not settled at Step IV, the Union may refer the matter to arbitration within thirty (30) calendar days from the date of the Board's written decision at Step IV by serving written Notice of Intent with the Superintendent or his designee. Thereafter, the parties shall attempt to mutually agree on an arbitrator within the ten (10) working days. If the parties are unsuccessful in selecting an arbitrator, the Union shall file, in no more than ten (10) working days, with the regional office the American Arbitration Association a Demand for Arbitration form. An Arbitrator will then be selected in accordance with the rules and procedures of the American Arbitration Association.

The arbitrator's authority is limited to the following:

1. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications of interpretations of such express provisions.
2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board, where the Board is given discretion by the terms of the Agreement or by the nature of the area in which the Board was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The arbitrator's decisions shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.
5. The arbitrator's fees and expenses shall be borne to the losing party. The expense and compensation for attendance of any employee, witness or participant in the arbitration, shall be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time. In event the arbitrator does not grant/deny the grievance in whole, the arbitrator shall assess to each party a

percentage of the cost of the arbitrator, consistent to the extent to which party prevailed.

The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance. No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.

ARTICLE 12. EVALUATION OF EMPLOYEES

1. The evaluation of employee performance is the responsibility of the administration. In conducting such evaluations, all monitoring or observations shall be done openly. Administration will make every attempt to use corrective, progressive discipline prior to an employee's evaluation.
2. Evaluations shall be conducted by a director, supervisor, teacher, or other qualified administrator as designated by the Board. Each written review of the employee's job performance shall be based upon at least fifteen (15) accumulated minutes of observation.
3. The performance of all employees shall be evaluated in writing as follows:
 - A. Probationary employees shall be evaluated at least twice during their probationary period, once upon completion of thirty-five (35) workdays and again at seventy (70) workdays, which will determine if they have successfully completed their probationary period.
 - B. All other employees shall be evaluated at least once each year, prior to the end of the school year. Once completed, a personal meeting shall be held within ten (10) school days with each employee to review his/her evaluation, unless mutually agreed otherwise.
 - C. After any formal evaluation, along with employee input, the Board may initiate an Employee Improvement Plan. Additionally, employees may request to be evaluated more frequently than as identified within this section, but not more than twice per year.
4. In the event that an employee feels that his/her evaluation was incomplete or unjust, he/she may put objections/responses in writing, have them attached to the evaluation,

and have them placed in the evaluation section of his/her personal file. The written responses shall be limited to five (5) letter-sized pages.

ARTICLE 13. PERSONNEL RECORDS

1. The Board shall maintain a personnel file for each person it employs in the bargaining unit.
2. The Superintendent, or his designee, shall be the records manager for the personnel records and shall have the overall responsibility for maintaining and preserving the confidentiality of the personnel files, and for granting or denying access to records on the basis of this policy.

3. The personnel file shall contain the following sections:

A. Evaluation Section: The evaluation section shall include all complaints, commendations, written suggestions for corrections and improvement, and evaluation reports made by the supervisors at all levels.

1. No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:

- a. The comment is signed and dated by the person making the complaint, commendation, suggestion, or evaluation.

- b. The immediate supervisor has notified the employee that the comment is available in the Human Resource Department for inspection prior to its placement in the employee's evaluation section.

The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become part of the employee's evaluation section.

B. Qualification Section: The qualification section shall include certificates, licenses, standard test scores, academic records, pre-employment information and references, and application forms.

- C. Employment Section: The employment section may include data related to retirement, contracts, payroll, insurance, and/or post-employment.
- D. Miscellaneous Section: The miscellaneous section may include data related to the employee not otherwise listed in above sections, such as criminal background checks, and other files required by the Michigan State Police and FBI, etc.

All medical information, including health certificates and worker's compensation records, shall be kept in files separate from employee personnel records.

- 4. Access to an employee's personnel files may be given to the Superintendent, or his designee, the Director of Human Resources, or to the employee's immediate supervisor without consent of the employee. Additionally, contents of the personnel file will be released when subpoenaed or under court order, however, the employee will be notified of this action before the material is released. In addition, contents of an employee's personnel file may be used by the employer as exhibits/evidence in administrative, arbitration and court proceedings involving the employee.
- 5. Access to employee personnel files may be given with the consent of the employee provided that:
 - a. The written consent specifies the records to be released and to whom they are to be released.
 - b. Each request for consent is handled separately. Blanket permission for release of information shall not be accepted.
- 6. Employees shall have access to their personnel files during all reasonable working hours. The right to access includes the right to make written objections to any information contained in the file. Any written objection must be signed and dated by the employee, and it shall become a part of the personnel file of the employee.

ARTICLE 14. SENIORITY AND DATE OF HIRE

- 1. Seniority shall be defined as the length of continuous service to the Board from the employee's last date of hire.

2. All newly hired employees shall serve a seventy (70) workday probationary period. There shall be no seniority granted to probationary employees; however, upon completion of the probationary period, the employee's seniority date shall reflect the employee's first day of work as a regular employee. In the event a probationary employee is absent, the probationary period shall be extended accordingly. Seniority for employees who have the same first day of work shall be determined by the last four digits of the employee's social security number, with the higher social security number having greater seniority.
3. Probationary employees who work during the extended school year/summer program in their regular (or similar) positions shall accrue time served that is attributable to the seventy (70) workday probationary period.
4. Employees shall be entitled to all benefits provided for by the collective bargaining agreement after seventy (70) workdays of service.
5. For the purposes of layoff and recall, seniority shall continue to accumulate when employees are on a leave as provided for in this Agreement
6. Seniority will be frozen at the time of layoff and will commence accumulation upon recall.
7. By October 1st of each school year, the administration shall prepare, post, and deliver to the Union president a seniority list with name, and date of hire of each employee of the union. The Union shall have thirty (30) days to challenge the seniority list. This list will be sorted first by seniority date and then by the last four digits of the employee's social security number as described in Article 14-Section 2.
8. An employee shall be terminated and lose seniority rights if he:
 - A. Quits;
 - B. Is discharged;
 - C. Is laid off for a period of one year
 - D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall;
 - E. Fails to return from an authorized leave of absence at the designated time, unless the designated time has been mutually extended in writing by the Union and District.

ARTICLE 15. HIRING, VACANCIES, TRANSFERS

1. The Board reserves the right to transfer employees for good reason. When transfers are necessary, consideration will be given to minimize financial impact on the employee (i.e. transfer from 5 day program to 4 day program).
2. Employees may request a voluntary transfer to another program or to a different building by filing a written request with the Human Resource Office. These transfer requests will be kept on file for one (1) year. A request for transfer does not guarantee that an employee will be moved but the consideration will be given when vacancies occur.
3. Employees shall be notified of their projected assignments for the following school year as soon as possible.
4. Summer positions, which are required to meet legally mandated extended year programs operating beyond the normal school year calendar, shall be established as separate positions annually in accordance with the following provisions:
 - A. All bargaining unit employees shall provide written notice of intent to work a summer position when requested by administration.
 - B. The bargaining unit employee who holds the position/assignment during the regular school year shall be given the first consideration for the available corresponding summer/extended school year position.
 - C. Other bargaining unit employees choosing to work an extended school year position will then be assigned based on qualifications and experience, with consideration given for indicated preferences and seniority;
 - D. After assignments are determined for existing bargaining unit employees, remaining positions will be made available to other interested persons in a manner determined by the Board;

ARTICLE 16. LAYOFF AND RECALL

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its education program, curriculum, and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

1. Layoff Procedure

In order to promote an orderly reduction in personnel when the education program, curriculum and/or staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is an employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If further reduction of staff is still necessary, then employees in specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as herein after provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority (i.e. those with the least seniority are to be laid off first).
- C. The Board shall give no less than thirty (30) calendar-day written notice to the employee being laid off. Notice will be provided by certified mail, return receipt requested, to the last known address of the employee laid off. A copy of the notice will be give to the Union President.
- D. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reductions.

2. Recall Procedure

Recall of employee shall normally be in the inverse order of layoff (i.e. those laid off last will be recalled first) provided, however, that an employee shall be certified and qualified for the specific position to which the employee is being assigned.

- A. A laid off bargaining unit member shall be considered laid off until he is reinstated by the Board, except that recall rights shall be limited to twelve (12) months or for the total length of the employee's seniority, whichever is less.
- B. Refusal of an offer from the Board for a position for which the employee is certified and/or qualified, or failure to respond within ten (10) business days of the receipt of a written offer of such a position, shall be cause for termination of said employee and absolve the Board of any obligation to recall that employee at any time in the future.

- C. Notification of a recall shall be in writing with a copy given to the Union President. The notification shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to promptly notify the Board of any change of address.
- D. Probationary employees shall have no right to recall from layoff.

ARTICLE 17. LEAVE TIME

1. Definition of Leave Days

- A. Leave days shall be defined as the number of hours in the employee's average scheduled workday. All employees working at least an average of thirty (30) hours per week, will earn a maximum of fifty-six (56) hours of sick time and fifteen (15) hours of leave time per school year.
- B. All leave time shall be stated in terms of hours and may be used in one-half (1/2) hour increments, unless otherwise provided for within this Agreement.
- C. Leave time shall accumulate from one year to the next. Unused personal leave time shall be carried over to sick at the end of the school year.
- D. Carryover of leave days shall not exceed four hundred fifty (450) hours. Employees who have more than four hundred fifty (450) leave hours at the end of the year shall be paid in accordance with the following attendance incentive payment scale. Such payment shall result in a deduction from the employee's leave bank.

511 – 521 hours, 90% payoff
 500 – 510 hours, 80% payoff
 489 – 499 hours, 70% payoff
 478 – 488 hours, 60% payoff
 467 – 477 hours, 50% payoff
 456 – 466 hours, 40% payoff
 451 – 455 hours, 30% payoff

- D. Employees shall not be permitted to use leave time the workday before or after a holiday, except by authorization of the Superintendent, or his designee.

Employees requesting such authorization must do so in writing at least five (5) days before the requested date(s).

2. Bereavement Leave

- A. Up to five (5) days paid bereavement leave may be granted in any one case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.
- | | |
|------------|------------------------|
| a. Spouse | e. Step-Child |
| b. Child | f. Step-Parent |
| c. Parent | g. Step-Sibling |
| d. Sibling | h. Member of Household |
- B. Up to three (3) days paid bereavement leave may be granted in any one case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.
- | | |
|---------------|----------------|
| a. Grandchild | b. Grandparent |
|---------------|----------------|
- c. In-Law (father/mother, daughter/son, brother/sister or steps)
- C. Up to one (1) day paid bereavement leave may be granted in any one case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.
- | | | |
|-----------------|-------------------|-----------|
| a. Aunt / Uncle | b. Niece / Nephew | c. Cousin |
|-----------------|-------------------|-----------|
- D. Up to one (1) day bereavement leave may be granted in any one case due to the death of a close friend or relative other than those identified above. Such leave shall be deducted from the employee's available personal or sick leave, at the discretion of the employee.
- E. Additional bereavement leave may be granted when extenuating circumstances exist. Requests for additional bereavement leave shall be approved by the Superintendent, or his designee. Such additional leave shall be deducted from the employee's available personal or sick leave, at the discretion of the employee.
- F. Requests for use of bereavement leave must be submitted to an employee's supervisor, and shall state the relationship and amount of leave time requested.
- G. Final approval or disapproval of a bereavement leave request shall rest entirely with the Superintendent, or his designee.

3. Jury Duty or Subpoenas

A. An employee who is called for jury duty or work-related subpoenaed to give testimony shall be excused from work for the time necessary for travel and to perform such an obligation.

B. Employees shall be compensated for the difference between their regular pay and pay received from work for the performance of such an obligation. Total compensation shall not exceed the normal daily rate of pay for the employee, excluding reimbursement mileage.

5. Exhaustion of All Leave Time

a. Employees who exhaust all leave time but continue to take time off, shall be disciplined appropriately. Extenuating circumstances and FMLA shall not apply.

ARTICLE 18. UNPAID LEAVES OF ABSENCE

1. For those reasons indicated below, and following two (2) years of employment (or as otherwise prescribed by law), an employee may request and, upon approval of the Board, be granted a leave of absence without pay or benefits, not to exceed one (1) year. Upon return from leave, the employee shall be returned to the position he held at the time the leave was granted, or to a similar position to which his seniority and qualifications entitle him. An employee returning from a leave of absence may be required to wait until the beginning of the next semester to return to work.

A. Serving in any elected or appointed position, public or union;

B. Family medical leave, which may include an employee's prolonged illness (including pregnancy) or a prolonged illness of an immediate family member;

C. Education; or

D. Military.

2. Following the use of any FMLA requirements, an employee who is unable to work because of personal illness or disability, and who has exhausted all available leave time, may be granted a leave of absence without pay or benefits for the duration of such illness or disability, up to a maximum of one (1) year. The leave may be extended upon written request by the employee and with the right of the Board to verify the reasons advanced

for the leave. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board, and at the Board's expense.

3. A leave without pay or benefits of up to one (1) year shall be granted to an employee for the purpose of childbirth, adoption, or child care. Upon returning from such a leave, the employee shall be placed at the same position on the wage schedule that the employee held prior to beginning the leave.

4. An employee may request an unpaid leave of absence during the school year that is not to exceed ten (10) days. The request for an unpaid leave of absence shall be submitted in writing to the Superintendent, or his designee, at least thirty (30) days prior to the date of the leave and may be granted at the sole discretion of the Superintendent, or his designee. An approval of any one request shall not be construed to establish any precedent or require the granting of any subsequent request.

5. There shall be no unpaid leaves beyond those provided by this Agreement.

ARTICLE 19. DISCIPLINE AND PROFESSIONAL BEHAVIOR OF EMPLOYEES

1. Employees are expected to comply with all rules, regulations, and directives adopted by the Board or its representatives that are not in conflict with the provisions of this Agreement.
2. Non-probationary employees shall be not disciplined or discharged without just cause and due process. For the purpose of this Article, due process shall mean the opportunity to be made aware of the charges and to offer a response.
3. If an employee is to be disciplined or reprimanded by the Board, he shall be entitled to have a Union representative present.
4. Both the Union and the Board recognize that regular, dependable employee attendance is critical to the efficient operation of the district. An employee who is determined by the Board to be excessively absent will be advised of such situation and appropriate documentation for future absences may be required. Misuse and/or abuse of paid leave time shall be grounds for discipline up to and including discharge.

ARTICLE 20. EMPLOYEE BENEFITS

1. Definition of Benefits

The Board considers, but does not limit, the following items as Board-provided benefits: Medical Insurance, Dental Insurance, Life Insurance, Disability Insurance, Cash Option, Tuition Reimbursement, and Leave Time.

2. Employee Eligibility

- A. To be eligible for 100% of available Board-provided benefits, employees must be assigned to work at least an average of thirty (30) hours per week.
 - 1. An employee who holds two separate half-time positions will be considered a full-time employee for the purposes of benefit eligibility. However, for the administration of Article 15. Hiring, Vacancies and Transfers and Article 16. Layoff and Recall such employees will be treated as holding on half-time position.
- B. To be eligible for 50% of available Board-provided benefits, employees must be assigned to work at least an average of twenty (20) hours per week.
- C. Employees who are assigned to work less than an average of twenty (20) hours per week are not eligible for Board-provided benefits.
- D. When both spouses are employed by the Board, one, if eligible, shall be allowed to carry the benefits for the other (and all other eligible family members), and the second shall not be allowed to receive the cash option in lieu of benefits. However, if it is more economically advantageous for the District, each employee will be allowed to enroll in single subscriber coverage.
- E. Eligible dependents, as defined by the Internal Revenue Service code, may be enrolled in Board-provided benefits. However, an employee's spouse may not enroll in health and/or dental coverage with the Board if the spouse's employer provides a subsidized plan for which the spouse is eligible. ("Subsidized" means the employer contributes toward the cost. The Board also considers the plan subsidized if a spouse's employer provides a financial incentive for opting out).

3. Effective Date of Coverage

- A. If the employee enrolls in the program and completes all necessary forms and requirements on or before the twelfth (12th) day of the month, the employee shall be covered from the date of enrollment, or as otherwise provided by the individual type of insurance contract.

- B. If the employee enrolls in the program and complete all necessary forms and requirements on or after the thirteenth (13th) day of the month, the employee shall be covered from the first (1st) day of the following month.
- C. No employee shall be covered by the benefit program prior to the date on which employment actually starts and completion of the probationary period.

4. Employee Participation and Payment of Premiums

PARAEDUCATORS

- 1. Medical Insurance, available also for eligible dependents.
 - A. The Board shall maintain the Blue Cross Blue Shield of MI/SB PPO plans to be determined by the administration and the union, as presented during negotiations.
 - B. The Board shall maintain a base contribution amount of \$250 per month for single subscriber coverage, \$300 per month for two-person coverage and \$350 for full family coverage. The employee will be fully responsible for any increases in premiums above the Board base contribution amount.
 - C. Employee contributions toward medical insurance premiums shall be allowed as part of the District's Section 125 plan and deducted through payroll on a pre-tax basis.
- 2. Dental Insurance, available also to eligible dependents
 - A. An incentive plan is offered that provides for coverage at 50% for basic and major services during the first year and increases 10% each succeeding benefit year when covered participants visit the dentist at least once during the calendar year for a regular exam. Orthodontic services are covered at 80%, with a lifetime maximum of \$1,500, under the Incentive Plan.
 - B. The Board shall contribute the total cost of dental insurance as long as employee takes medical.
- 3. Group term life insurance, available for employee only.

The Board shall provide \$20,000 group term life insurance policy, including accidental death and dismemberment. The Board shall contribute the total cost of the premium for the employee's group term life insurance.

4. Long-Term Disability, available for employee only.
Board approved long-term disability insurance shall provide a benefit level of 66 2/3% of wages after ninety (90) calendar days, up to a monthly maximum of \$5,000. The Board shall contribute the total cost of the premium for the employee's long-term disability insurance.

5. Cash option in lieu of medical and dental insurance.
 - a. The amount shall be \$1,200 annually for paraeducators.
 - b. Flexible Spending Accounts, available also for eligible dependents
Employees may elect to participate in a Flexible Spending Account, which the District intends to qualify as part of a Section 125 plan. Contributions into the Flexible Spending Accounts are entirely the employee's responsibility. The District agrees to pay the administrative costs associated with the processing of these. Continuation of Flexible Spending Accounts shall remain the sole discretion of the Board.

5. Employee Responsibility

- A. Each employee is responsible for making proper application for the insurance programs offered by the Board.

- B. Each employee is responsible for maintaining a thorough knowledge of the insurance contracts and the coverage offered.

- C. In accepting the employee insurance programs, each employee agrees to abide by the rules and regulations of the Board, the insurance carrier(s), and the servicing agent(s).

6. Board Responsibility

- A. All insurance benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.

- B. The Board, by its contribution toward the premium payments, is required to provide the insurance coverage in which an eligible employee has enrolled, shall be received from all liability with respect to the benefits provided by the insurance coverage described herein.

7. Duplicate Coverage

Insurance contracts entered into by the Board shall contain duplicate coverage, or coordination of benefits, clauses.

ARTICLE 21. OTHER COMPENSATION

1. Mileage

Employees using their own vehicle in the course of approved school-related business and travel shall be compensated an amount equal to the rate approved by the IRS.

Mileage reimbursement is required to be turned in on a monthly basis to the immediate supervisor who will then submit to the business Office. In no circumstances, will mileage be reimbursed after June 30th from the previous year.

Mileage will not be paid on professional development days within the district.

2. Longevity Allowance

Eligible, full-time employees who have fifteen (15) or more years of service with the Board shall receive a longevity allowance. The longevity allowance will be a lump-sum payment made not later than the last check of the fiscal year and will be paid to eligible employees who are on payroll at the time of the payment of the last check of the fiscal year. The allowance shall equal 1% of the employee's actual annual gross wages for the applicable year.

To be eligible for a year of service, an employee must have worked at least seventy percent (70%) of the scheduled time of a full-time, school year employee as defined in Article 3, Definitions. Time off during the school year is pursuant to Article 17, Leave Days, and shall be treated as time worked.

3. Conference Expenses

The Board shall reimburse employees for travel, lodging, meals, and registration fees for conferences, workshops, seminars, and similar approved functions when approved in advance by the Superintendent, or his designee. The pre-approval rate of reimbursement shall be at the discretion of the Superintendent, or his designee.

4. Certification

If certification, or other required training, is provided as part of a professional development or during any regularly scheduled working hours and the employee misses the training, it shall be the employee's responsibility to receive similar training

within 60 days at his own expense, unless approved by the superintendent or his designee.

5. Additional Week Days Worked

Employees scheduled to work fewer than five days a week may request to be placed on the substitute calling list maintained by the District's Substitute Coordinator's Office. If called to work on a normally scheduled day off, the rate of pay will be equivalent to employee's current hourly rate.

ARTICLE 22. REVIEW COMMITTEE

1. Representatives of the Board and the Union shall meet informally once a month from September through May for the purpose of reviewing the implementation of this Agreement and of resolving problems which may arise. Additional meetings may be scheduled at mutual request. Meetings in December and January are optional.

2. Employee representatives shall be selected by the Union, and Board representatives shall be selected by the Superintendent. The Union and Board representatives shall separately designate a chairperson who shall serve concurrently as co-chairpersons.

3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in this Agreement.

4. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Union and the Board for approval. Upon approval by the Union and the Board, the memoranda shall become part of the Agreement for the duration of the Agreement.

ARTICLE 23. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee 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.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and

restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 25. POSTING OF AGREEMENT

The agreement shall be posted to the district website at www.midlandesa.org.

ARTICLE 26. DURATION

All articles of this Agreement shall be effective upon ratification through June 30, 2023. By March 1, 2023, both parties agree to have held the first meeting to begin negotiating a new contract.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives on this day _____.

FOR THE BOARD

FOR THE UNION

President of the Board _____ President of the Union _____

Secretary of the Board _____ Secretary of the Union _____

Superintendent _____ Team Member _____

Team Member _____ Team Member _____

Team Member _____ Team Member _____

Schedule A

Midland County Educational Service Agency

Federation of Paraeducator and Specialized Assistants

Wage Schedule

Step 00	\$10.92	Step 7	\$13.53
Step 1	\$11.29	Step 8	\$13.88
Step 2	\$11.66	Step 9	\$14.27
Step 3	\$12.02	Step 10	\$14.66
Step 4	\$12.40	Step 11	\$14.98
Step 5	\$12.76	Step 12	\$15.36
Step 6	\$13.14	Step 13	\$15.73

A. New (probationary) employees start at Step 00.

B. Movement to Step 1 occurs after probationary employees complete 70 working days and is contingent upon an evaluation rating that represents satisfactory performance.

C. Movement on steps to occur at the beginning of each school year provided the employee has received an “effective” or higher evaluation at the end of the prior school year.

- An “effective” or higher rating would mean an average of 3.0 or higher on the MCESA Paraeducator Rubric for Evaluation.

- In the event that administration does not provide an evaluation, employee will be considered effective for the purpose of step movement.

D. No employee shall move more than one step per year.