AGREEMENT

between

CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT

and

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

July 1, 2025 - June 30, 2028

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AN AGREEMENT

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

ARTICLE I
Recognition

1.1 Bargaining Unit

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

EXCLUDING:

A. Co-ops, student interns, temporary employees, and confidential employees responsible to Superintendent (Executive Secretary to the Superintendent, Human Resources, Payroll Clerk).

B. Administrative Assistants/Paraeducators whose employment under Federal or State grants is training in nature or employees who have reimbursement and/or benefits determined by the granting agencies funding said program.

C. Substitutes.

ARTICLE II
Board Rights

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

A. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.

B. Assignment and direction of work to all its personnel, determine the number of shifts and hours of work and starting times and scheduling of

all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

C. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration) determine the size of the work force and to lay off employees.

D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.

E. Adopt rules and regulations.

F. Determine the qualifications of employees.

G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

H. Determine the placement of operations, production, service, maintenance or distribution or work, and the source of materials and supplies.

I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

J. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.

K. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices of furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the

Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, District, or local laws or regulations as they pertain to education.

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

ARTICLE III
Rights of the Association

3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the Association shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. The Board will not discriminate against any member with respect to hours, wages, or any terms of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance complaint or proceedings under this Agreement.

3.2 The Association and its members will have the right to use school facilities at all reasonable hours, subject to approval by the Superintendent or designee and at the real cost to the District.

3.3 The Board agrees to furnish to the Association in response to reasonable requests under Michigan's Freedom of Information Act and Public Employees Relations Act all public information concerning the financial resources of the District. The sick leave register, without specific health information about the employees, shall be available to designated representatives of the Association. The Association shall pay for the cost of all materials, supplies and labor incidental in such requests.

3.4 The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the Clare-Gladwin RESD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee's request.

3.5 The employee may have the right of representation during an investigative meeting that may lead to discipline as well as other meetings if requested. In the event the employee wishes to have representation, no further action shall be taken until the representative is present. However, if the employer reasonably believes that the employee is a danger to him/herself, to other employees or students, or may cause physical damage to the employer's property immediate action may be taken without waiting until an Association representative can be present.

3.6 At the beginning of each school year, the Association shall be credited with eight (8) hours to be used by employees who are officers or agents of the Association; such use to be at the discretion of the Association. Any unused Association hours shall accumulate from year to year to a maximum of forty (40) hours. As per Section 71 of the Retirement Act (MCL, 38.1371), the Association will reimburse the District for the MPSERS amount for these hours.

3.7 The Association President shall be provided with written or email notification of any new hires and/or any changes of employment status of any bargaining unit member within five (5) days of occurrence.

3.8 Payroll Deduction of Union Dues

A. Each Employee who chooses to become a member of the Association may complete and sign a form authorizing the payroll deduction of dues to the Association from their wages.

B. For those members opting for payroll dues deduction, the Association will provide the dues amount along with the signed authorization form to the District prior to any deduction. Such authorization shall continue in effect from year-to-year unless revoked in writing by the member.

C. Dues will be deducted in equal installments from September through May each year.

D. Monies so deducted will be transmitted to the Association within fifteen (15) business days following each deduction.

E. In the event of any legal action again the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Employer gives notice of such action to the Association and permits the Association intervention as a party if it so desires and

b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making public relevant information available at both trial and appellate levels and

c. The Employer agrees to cooperate with the Association to compromise and settle all claims which it defends under this section.

F. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer form any liability for damages and costs imposed by a final judgement of a court or administrative agency as direct consequences of the Employer's compliance with this Article.

ARTICLE IV
Conditions of Employment

4.1 Probation: A probationary period of ninety (90) calendar days will be served by all new employees. After completion of the probationary period, an employee will be entered on the seniority list retroactive to their date of hire. Probationary employees may be subject to discipline and discharge at will and without access to the grievance procedure.

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

4.2 A written evaluation will be completed for each new employee by the end of the first ninety (90) calendar days, signed by the immediate supervisor and the employee, and filed with the Superintendent/personnel office. The signature of the employee denotes receipt not agreement with the written evaluation.

4.3 If a probationary employee ninety (90) calendar days probation include Thanksgiving Break and/or Christmas break, they will qualify for the Thanksgiving Day, Christmas Day, and New Year's Day as paid holidays.

Once an 11- or 12-month probationary employee completes their ninety (90) day probationary period, they will immediately qualify for five (5) vacation days and insurance coverages.

4.4 At the time of employment, the Superintendent or supervisor shall evaluate the applicant's previous work experience and training for placement on the salary schedule. Applicants shall not be granted steps beyond their actual years of experience working in the classification.

4.5 All employees must complete probation as a prerequisite to advance on the wage schedule. If an employee is hired at step 0, they will advance to step 1 once their ninety (90) day probationary period has been successfully completed.

ARTICLE V
Work Duration

5.1 Area School Paraeducators will work six and three-quarter (6.75) hours per day during the school year and five and one-half (5.5) hours per day during the summer school program. Paraeducators assigned to other programs will work

fifteen (15) minutes beyond the student day. Administrative Assistants will work eight (8) hours per day unless the position is part-time. Employees working less than twenty (20) hours per week are considered part time personnel and not eligible for benefits (i.e., vacation, personal business days, health, and vision insurance), but will be eligible for sick leave time and holidays based on hours worked.

Paraeducators will be paid their regular rate of pay for time beyond the regular workday when they are required to attend staff meetings as requested by the building administrator. Mandatory attendance to take place as scheduled. In addition, when long-term substitute teachers are necessary due to FMLA leaves and/or a lack of qualified teacher applicants, the two (2) most senior Paraeducators in that classroom will be paid their regular rate of pay to extend their workdays by fifteen (15) minutes. If the two (2) most senior Paraeducators are not interested in the additional time, other Paraeducators in that classroom will be offered the additional time in order of seniority.

5.2 When prior approval has been granted by the supervisor for overtime work, time and one-half will be paid for time worked beyond forty (40) hours per week, or compensatory time off will be scheduled at a mutually agreed upon time. An employee shall not be required to work overtime that has not had prior approval by the supervisor, nor shall an employee work additional hour beyond those scheduled without prior approval by the supervisor.

5.3 The workday shall include a relief period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon to be used daily and cannot be accumulated. A duty-free one-half (1/2) hour lunch period may be adjusted for the convenience of the building. (This does not apply to Paraeducators who are assigned to be with students at all times.) The custodians shall receive relief and lunch periods consistent with the Administrative Assistants, except that such breaks shall be at the corresponding time during the Custodian's shift.

5.4 Members of the Association shall be paid for every hour over their scheduled hours to a maximum of forty (40) hours per week. Evening programs are voluntary and solely at the option of the employee. The support staff, as a whole, shall be granted a maximum of four (4) days per school year to chaperone students at State Special Olympics events, provided that substitutes can be secured in advance. It is understood that these days shall be counted as regular days of service and will be paid at each employee's regular rate of pay. There will be no reimbursement for time beyond the employee's regular workday. Mileage from the Area School to the event will be paid at the current IRS rate.

5.5 The Board shall not reduce any of the current bargaining unit positions to less than twenty (20) hours per week for the purpose of reducing benefits. However, the Board supports the philosophy of considering new part-time positions be added to existing less than twenty (20) hours positions, provided the bargaining

unit member is qualified to fill the position requirements and responsibilities within the classification. The filling of any position is the sole responsibility of the Board.

5.6 On Professional Development Days, Paraeducators will be compensated for the hours that they work. The hours to be worked will be determined by Administration.

5.7 The Board will attempt to schedule professional development programs to upgrade the skills of bargaining unit members without loss of pay for said employees such as but not limited to, Safe School Modules, CPI Training, or any other new programs being used in the education of Clare-Gladwin RESD students. The Board will also consider requests from the Association for professional development programs.

5.8 Summer school sessions will typically be three (3) days per week, Tuesday through Thursday. It may be necessary to run summer sessions four (4) days per week due to snow days or other schedule changes during the regular scheduled school year.

5.9 Summer Paraeducator position(s) shall be separate position(s) posted annually and shall be regarded as extra pay for an extra duty assignment. The bargaining unit member(s) who hold the position(s) during the regular school year shall be offered the summer position(s). If that member(s) refuses the position(s), the position(s) shall be offered in order of seniority to bargaining unit member(s) who request the position(s). Bargaining unit member(s) shall be compensated as per the Master Agreement. If no certified/qualified bargaining unit member(s) requests the position(s), the manner in which the position(s) is filled will be at the discretion of the Board.

5.10 Days off taken by Summer Paraeducators shall be counted as non-work days. Summer Paraeducators shall not be paid for such days, nor shall these days be charged against their sick or personal time. In addition, Summer Paraeducators shall not accrue sick or personal time during the summer session.

5.11 Association members who work during the summer will be paid for the July 4th Holiday if students are in session the day before the holiday and the day after the holiday and the Association member works both days.

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

5.12 The Superintendent, Principal of the Clare-Gladwin RESD Area School, Director of Special Education, and Association leadership will meet for a morning meeting (7:45-8:30 am) once per month for the purpose of reviewing the administration of the contract, updates pertaining to Clare-Gladwin RESD, and to resolve problems that may arise.

5.13 There will be a mandatory New Employee Orientation for all new support staff members to attend in August. Employees will be paid their regular hourly wage for all time in attendance.

5.14 Support staff members will work on the half teacher workdays during the school year.

ARTICLE VI
Holidays and Vacations

6.1 Wages of Administrative Assistants, Paraeducators, Food Service Coordinators, Custodians, Interpreters, Health Occupations Certification Trainers, Language Facilitators, Sign Language Paraeducators, Medicaid Assistants, and Technology Assistants are set forth in the attached schedules which are incorporated in this document.

6.2 Rates of pay, vacation, holidays, and fringes shown on the schedule are based upon full time employment in the specified positions.

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

(Paraeducators, Interpreters, Health, & Occ. Cert. Trainers	(11-month Administrative Assistants)	(12-month Administrative Assistants, Medicaid & Technology Assistants)
New Year's Eve Day	New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day	New Year's Day
First Monday of Spring Break	First Monday of Spring Break	First Monday of Spring Break
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
Labor Day	Labor Day	July 4th
Thanksgiving Day	Thanksgiving Day	Labor Day
Day after Thanksgiving	Day after Thanksgiving	Thanksgiving Day
Christmas Eve	Christmas Eve	Day after Thanksgiving
Christmas Day	Christmas Day	Christmas Eve
Day after Christmas	Day after Christmas	Christmas Day
		Day after Christmas

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

(11-month Administrative Assistants)	(12-month Administrative Assistants & Technology Assistants)
5 days after the completion of probation	5 days after the completion of probation
6 days after the completion of 2 years	8 days after the completion of 2 yrs.
7 days after the completion of 3 years	10 days after the completion of 3 yrs.
8 days after the completion of 4 years	11 days after the completion of 4 yrs.
9 days after the completion of 5 years	12 days after the completion of 5 yrs.
10 days after the completion of 6 years	13 days after the completion of 6 yrs.
11 days after the completion of 7 years	14 days after the completion of 7 yrs.
12 days after the completion of 8 years	15 days after the completion of 8 yrs.
13 days after the completion of 9 years	16 days after the completion of 9 yrs.

6.5 An employee who resigns or otherwise severs employment with the Board during the school year shall receive any unused vacation pay allowance but shall not be entitled to any payment for days which would have been earned had he/she completed an additional year of service. This provision is also in effect when employees are laid off or discharged.

6.6 Vacations may be split into one or more weeks, a day at a time, or half days and at a time chosen by the employee with the approval of the immediate supervisor.

6.7 Vacation will be awarded on the employee's anniversary date of employment and must be used prior to the employee's anniversary date in the following year. Vacation time may not be accumulated or carried forward from year to year.

6.8 Bargaining unit members will be permitted to take up to a maximum of five (5) days non-emergency unpaid leave days per the duration of the contract (3 years) with the following conditions.

A. Any use of unpaid leave makes the member ineligible for the Wellness Bonus Program in the school year in which lost time occurs.

B. A maximum of three (3) Paraeducators at the Area School can be out on any given day on either personal time or unpaid leave. For example, if three Paraeducators are out on a personal day and another Paraeducator is out on a unpaid leave day, all other requests for a personal day or unpaid leave day will be denied.

C. A maximum of fifteen (15) unpaid leave days are available to the bargaining unit each year of the contract. The Association is responsible for selecting

bargaining unit members who can take unpaid leave days. The Association will track that information and provide it to Administration at least thirty (30) days in advance at the monthly Association/Administration meetings.

D. A bargaining unit member can take unpaid leave only once during any school year.

E. If this results in numerous days when there is a shortage of Paraeducator substitutes, the Association and Administration will meet to problem solve and work together to find resolution to the issue.

6.9 Emergency unpaid leave is defined as unexpected life circumstances when all sick time and personal time has been used, particularly after a leave under the Family Medical Leave Act. Emergency unpaid leave requires you to contact your immediate supervisor directly for approval of unpaid leave. The cost of health benefits on an emergency unpaid leave day will not be charged to the employee.

Unpaid Leave: Unless unpaid leave is pre-approved by contacting your supervisor for approval, not reporting to work after an employee has exhausted all personal, sick and vacation time can result in discipline steps. The cost of health benefits on unapproved unpaid leave days will be charged to the employee.

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

ARTICLE VII
Sick Leave, Bereavement, Personal Business

7.1 At the beginning of the school year each employee shall be given sick days based on the number of months worked during the school year, plus one (1). All employees covered by this bargaining Agreement shall call in prior to 7:00 a.m.

- 10-month employees receive 10 sick days plus one (1) for a total of eleven (11).
- 11-month employees receive 11 sick days plus one (1) for a total of twelve (12).
- 12-month employees receive 12 sick days plus one (1) for a total of thirteen (13).

Board to charge value of used Earned Sick Time Act (ESTA) leave against an employee's pay if the employee uses more ESTA leave than the employee has earned as of the employee's separation date.

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

A. Physical or mental illness, injury, or health condition of the employee or his/her family member.

B. Medical diagnosis, care, or treatment of the employee or his/her family member.

C. Preventive care of the employee or his/her family member.

D. Closure of the employee's primary workplace by order of a public official due to a public health emergency.

E. The care of his/her child whose school or place of care has been closed by order of a public health official due to a public health emergency.

F. The employee's or his/her family member's exposure of a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider.

G. For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following:

a. Medical care or psychological or other counseling
b. Receiving services from a victim services organization
c. Relocation and obtaining legal services
d. Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

H. Additional days may be granted at the discretion of the Superintendent.

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

A. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.

B. Following a serious injury, major illness, or surgery, before any employee may return to work, he/she must have written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions, as related to the essential job functions, must be submitted. Administration will notify the employee if reasonable accommodations can be made for the restrictions. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.

7.2 The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.

7.3 Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the first six (6) months. Before any employee may return to work, he/she must have written release from the treating physician stating that all essential job functions, as listed on the job description, can be performed. If the employee is placed on restricted duty, a written statement from the treating physician describing the restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician returning the employee to full duty must be submitted.

7.3.5 An employee won't take a personal day the first day of school, the last day of school, or on a day when professional development is scheduled. The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or after holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on. If the employee is sick on any of those days, the employee will contact his/her direct supervisor by 7:00 am. The contact number shall be provided to the Association.

7.4 Bereavement days shall not be charged to the employee's sick leave.

A. Death in the Immediate Family - The employee may take a maximum of five (5) days per death. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children (including foster children and stepchildren under the employee's guardianship) and their spouses, grandchildren, father-in-law, and mother-in-law.

B. Death in Extended Family-The employee may take a maximum of two (2) days per death. Extended family shall be interpreted as stepmother, stepfather, brother-in-law, sister-in-law, and grandparents.

C. Upon request to the Superintendent, an additional five (5) days may be granted, chargeable to sick leave for bereavement.

D. Other Deaths - The employee may take one (1) day per death to attend the funeral of any person. For the duration of this Agreement, said day shall be charged as an employee personal sick day, personal day, or vacation day.

7.5 A maximum of three (3) working days per work year not deducted from sick leave for conduct of necessary business which shall be requested via email; and

A. Written application will be made by the employee forty-eight (48) hours in advance of requesting a Personal Business Day to the Area School Principal or Supervisor. No more than four (4) employees from the Area

School may use a Personal Business Day on the same day. Determination of the four (4) who will be granted the leave will be based on first submitted applications to the Area School Principal. Employees will receive their determination of application to the Area School Principal a minimum of twenty-four (24) hours prior the date of the personal business day. Applications may be made beginning July 1 of the school year that the request is for. Under extreme emergency, the application may be made immediately to the Area School Principal or Supervisor verbally.

B. Employees hired during the school year (after the beginning date of school in the fall) shall receive these days on a prorated basis for the remainder of their first contract year.

C. Unused personal days may be converted into sick days.

7.6 Sick leave and personal leave may be taken in fifteen (15) minute increments.

ARTICLE VIII
Leaves

8.1 Employees who have completed their probationary period shall be eligible for leave.

8.2 Family Medical Leave Act (FMLA): A thirty (30) calendar day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.

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

A. The birth or care of a new-born child.

B. The placement of an adopted or foster child in the home.

C. The care of a spouse, child, or parent if such individual has a serious health condition.

D. A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.). Medical

certification(s) may be required by the Board to support the need for leave due to a serious health condition.

E. When Family Medical Leave is to care for an injured or ill covered service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

F. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable time. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) active duty or call to active duty in the United States Armed Forces, as defined by Federal regulations, includes:

- short notice deployment
- military events and related activities
- childcare and related activities
- care of military member's parent
- financial and legal arrangements
- counseling
- rest and recuperation
- post-deployment activities
- additional activities arising out of the covered family member's active duty or call to active duty provided that the District and the employee agree to the leave, its timing and duration.

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

For purposes of the Family Medical Leave Act (FMLA), accumulated sick leave that is available to the employee shall be substituted by the employee or the District, under this Article, for any unpaid FMLA leave due to the serious health condition of the staff member of his/her immediate family, as defined in Article 7, Sick Leave, Bereavement, Personal Business, Section 7.1, B. In the case where

the District employs both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, when the leave is due to the placement of the employee's child, for the birth of their child, to care for their child after birth or placement, to care for a parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

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

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

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

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

8.3 Employees working less than the annual one thousand two hundred fifty (1,250) hours during the twelve (12) month period before the FMLA leave is to start will be given consideration by the District for up to twelve (12) work weeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave), unless agreed upon by the District as outlined in Article VIII Section 8.2.

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

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

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

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

Application for leave shall specify the following:

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

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

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

8.5 A member's anniversary date is the date of hire to Clare-Gladwin RESD. All unpaid leave days will result in an adjusted anniversary date. Vacation days and longevity pay shall be awarded upon reaching the new adjusted anniversary date. Unpaid days taken as part of 6.8 will not cause the anniversary date to be changed.

8.6 In the event a member is on a leave of absence due to a work-related injury or under the Family Medical Leave Act his/her seniority shall continue to accrue.

ARTICLE IX
Act of God Days

9.1 In the event the administrative office is closed due to an Act of God day, all employees, (including all Administrative Assistants assigned outside the administrative office) will not report for work and will be paid regular wages for that day.

9.2 In the event the Area School, CTE, or Early Childhood Special Education program classroom is closed due to an Act of God day, employees assigned to those programs will not report to work and will be paid their regular wages for the first six (6) Act of God Days. If the school day or hours are required to be made up, employees will be paid when the time is worked or ~~if~~ when a waiver is granted. Employees may use up to three (3) personal days in order to be paid on Act of God days beyond the first six (6). For days that are rescheduled, employees will be paid on the rescheduled days.

9.3 If the Act of God days falls on an employee's scheduled day off, the employee will be credited with an Act of God days and will be paid their regular wages for that day.

ARTICLE X
Protection of Employee

10.1 If any legal action is brought against a member of the Association by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will upon request of the employee, consider providing assistance to the employee in her/his defense as is permitted under the Michigan Revised School Code.

10.2 No derogatory material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. If the bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content. Employee may attach a response to the derogatory material.

10.3 Upon request an employee shall have the right to review their own personnel file. At the employee's option they may bring a representative to view the file.

10.4 The Board shall reimburse employees for loss, damage, or destruction of clothing, prescription glasses, or personal effects as approved by supervisor, through performance while on duty, The Board will not reimburse for optional apparel items such as jewelry and sunglasses. Employees shall fill out appropriate loss-damage forms as soon as practical after the incident, and before the end of the next workday.

10.5 No employee shall be left in buildings alone with students.

ARTICLE XI
Work Designations and Evaluations

11.1 A written job description shall be given to each employee by the immediate supervisor upon being hired. When an employee's job description is revised, the District will provide the employee with a copy of the revised job description for signature and placement in the employee's personnel file.

11.2 Effort will be made by the supervisor to standardize and equalize work assignments.

11.3 Employees will be expected to be cooperative in times of special urgency.

11.4 A telephone is to be available to bargaining unit members at all regular and off-campus job sites for effective job performance and safety purposes.

11.5 Employees shall be evaluated at least once (1) every third (3rd) year as a means of providing information to employees concerning their performance.

A. The purpose of an evaluation is to improve employee performance, recognize individual strengths, provide constructive feedback, and establish employee accountability.

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

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

C. If the evaluation includes any areas marked as ineffective or minimally effective the supervisor is accountable to provide tools (timelines, specific goals, and expectations) as well as support and assist the bargaining unit member to make such improvements through scheduled meetings.

D. Evaluations for school-year employees must be completed no later than May 31. For twelve-month (12) employees, evaluations must be completed no later than June 30.

E. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file within thirty (30) calendar days.

F. The evaluation tool used shall be consistent within each classification. It is agreed that performance evaluations will not be used as a form of discipline. However, the evaluation may be used as documentation of performance when considering dismissal of an employee.

G. The content of an evaluation may not be the subject of a grievance.

H. The signature of the employee denotes receipt not agreement with the evaluation.

ARTICLE XII
Reduction of Staff

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

12.2 In the event of a necessary reduction in work force, the Board shall first lay off probationary employees in the classification scheduled for reduction, then the least senior employees in that classification. In no case shall a new Employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly created position. Any employee who has served in a position in the past shall be considered qualified for said position, provided they meet the certification requirements, new posting requirements and requirements of the job description.

12.3 There shall be no reduction in the normal work hours provided for any employee or position without notification to the Association as to the reasons for the reduction and its ramifications. In no case shall a reduction of any employee's work hours take effect until twenty (20) business days after written notice to the affected employees is given by the Board or it's designee, except in the event of circumstances where the Board did not have knowledge of the need to reduce staff twenty (20) days in advance or when there is an employee work stoppage.

12.4 In the event an employee is notified of a reduction in their scheduled hours, the employee shall be allowed to bump the least senior member in the same classification with the same or comparable hours. Comparable hours for the purpose of this section would be forty-five (45) minutes either way. If no position is available within the member's classification, they may bump the least senior person in another classification in which they have seniority, meets any certification requirements, and meets the requirements of the job description.

12.5 For the first sixty (60) calendar days of such layoff all fringe benefits will be continued by the Board. Laid off employees may continue their medical, dental, vision, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board.

12.6 When the work force is increased after a layoff, employees shall be recalled in the inverse order of reduction within the affected classification, with the most senior Employee being recalled first to a vacancy in that classification. Employees shall not lose any accumulated sick leave, vacation time, position on the seniority list or placement on the salary schedule due to a layoff. The employee will move to the appropriate step on the salary schedule in accordance with years of service in the District.

12.7 Notices of recall of employees on layoff shall be sent via e-mail. If the employee has not responded within forty-eight (48) hours, the Superintendent will attempt to contact by phone, and will finally send a letter by certified or registered mail to employee's the last known address as shown on the Personnel records. If a laid off employee refused to accept or sign for the recall notice or the recall notice is returned as undeliverable, the Superintendent has

fulfilled their responsibility of recall notification to the laid off employee. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Superintendent notified as to their current mailing address. An employee on layoff shall be given at least five (5) business days from receipt of notice to report to work. The Superintendent may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) business days. The employee shall report to work upon the date specified by the Superintendent and failure to report on that date shall terminate their employment unless an extension for extenuating circumstances is granted by the Superintendent. If a currently laid off employee turns down a position of comparable hours, they shall be removed from the recall list.

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

12.10 In the event two (2) or more persons have the same date of hire and complete the probationary period on the same date, the position on the seniority list shall be determined by lottery.

12.11 When switching classifications, employees maintain their years of service with the District, current pay step, and seniority.

ARTICLE XIII
Discharge/Demotion

13.1 No employee shall be disciplined, reprimanded, discharged, or demoted without just cause or due process.

13.2 In the event any member of the Association is reprimanded, suspended, or discharged and believes he/she had been unjustly dealt with, such reprimand, suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

ARTICLE XIV
Vacancies and Promotions

14.1 Whenever any vacancy within the Association's bargaining unit shall occur, the Superintendent shall publicize the same by giving written notice to the President of the Association and posting. Currently employed personnel shall be given

consideration in appointments to bargaining unit vacancies. No vacancies or newly created positions shall be filled until such vacancy has been posted for at least five (5) working days. In case of emergency such positions may be filled on a temporary basis.

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

14.2 Any temporary position that is found to exceed thirty (30) consecutive days, if by agreement of Administration and Association, shall be considered a permanent position and posted as a new job as in 14.1 above.

14.3 Any member of the Association may apply for such vacancy. In filling such vacancy, the Administration agrees to give due consideration to the background, attainments, and skills of all applicants, the length of time each has been in the school district, and other pertinent facts. The Administration declares its support of a policy of promotions from within its own Association members, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean continuous employment within the District. All members of the Association are encouraged to train and prepare for promotional opportunities.

Vacancies shall be filled according to the following:

A. Positions shall first be filled by a qualified employee applying for the position with the most seniority within the classification (lateral transfer).

B. When there is no applicant within the classification, the position shall then be filled by qualified applicants (as determined by the posted qualifications), from other classifications before the position is filled outside of the bargaining unit.

C. When two (2) or more equally qualified employees from other classifications apply for the vacancy, the employee with the most District seniority shall be granted the position.

14.4 Any successive position vacated as a result of compliance with this Article shall also be considered a vacancy and shall be subject to the posting requirements as therein provided. If agreed to by the Board and the Association, "posting meetings" can occur when it is anticipated postings will cause multiple "domino effect" postings that will prolong the filling of positions.

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

14.6 When Administration is conducting interviews to fill a vacancy within the Association, Administration will make every attempt to invite a member of Association Leadership to join the interview process.

ARTICLE XV
Grievance Procedure

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

Representatives for grievance processing shall be selected as follows:

A. The Association shall designate representatives to handle grievances.

B. The Board designates the supervisor of employees and the Superintendent or his/her designated representative to act at Level Three as hereinafter described.

C. Either party may change its representatives by written notice to the other.

15.2 The term "days" shall mean the day of the week, Monday - Friday, excluding Saturday, Sunday, and legal holidays.

A. Must be signed by the Association or grievant.

B. Must be specific concerning:

1. The section or subsection of the contract alleged to have been violated.
2. The date of the alleged violation.
3. The facts giving rise to the alleged violation.
4. The relief requested.

15.3 Any Employee or Association grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or Association as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under the Agreement.

15.4 Level One

A. An employee or the Association alleging a violation of the express provisions of this contract, shall orally discuss the grievance with the immediate supervisor, with an Association representative present if the employee so requests, in an attempt to resolve the grievance.

B. If no resolution is obtained within ten (10) days of the oral discussion, the grievant shall reduce the grievance to writing and proceed within ten (10) days of the oral discussion prescribed in 15.4 to Level Two.

C. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant and the Association President or his/her designee in an effort to resolve the grievance.

D. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

E. If the Association is not satisfied with the disposition of the grievance at Level One, the grievant shall within ten (10) days submit the grievance to the Superintendent or his/her designee.

15.5 Level Two

A. An original copy of the written grievance shall be filed with the Superintendent or his/her designated agent.

B. Within ten (10) days of receipt of the written grievance, the Superintendent (or his/her designated agent), shall arrange a meeting with the grievant and/or the Association grievance representative at the grievant's option, to discuss the grievance.

C. Within ten (10) days of this meeting, the Superintendent (or his/her designated agent) shall render his/her decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Association, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in the Superintendent's office.

15.6 Level Three

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

A. The Arbitrator shall have no power to:

1. Amend, modify, or otherwise change any provision of this Agreement.

2. Establish, amend, or modify, any wage schedule or fringe benefit provided under this Agreement.

B. The cost of arbitration shall be borne equally by the parties, except that each party is responsible for the cost of preparing its own testimony and exhibits and securing its own representation. If a duplicate grievance is filed while a lead grievance is in progress the filing cost shall be borne by the carrying party.

C. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Board, and the Association.

15.7 Should the Administration or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure. Should the grievant or the Association fail to initiate or appeal a grievance within the prescribed time limits, the grievance shall be regarded as abandoned and withdrawn.

15.8 Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

15.9 Notwithstanding the expiration of this Agreement, any claim or grievance filed while the contract is still in effect shall be processed through the grievance procedure until resolution.

ARTICLE XVI
Letter of Resignation

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

ARTICLE XVII
Jury Duty

17.1 An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses for each day's juror's services).

17.2 The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year. In order to receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty and the amount paid for jury duty on the days for which he/she claims such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

ARTICLE XVIII
Negotiations

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

ARTICLE XIX
Mileage

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

ARTICLE XX
Legality

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

ARTICLE XXI
Work Classifications

21.1 Paraeducators

Paraeducators employed in special education programs "shall be qualified under requirements established by their respective intermediate school district plan. Paraeducators include, but are not limited to teacher aides, health care aides, bilingual aides, instructional aides, and program assistants in programs for students with cognitive impairment or severe multiple impairments." (Rule 340.1793).

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

21.2 Sign Language Paraeducators:

A. For Sign Language Paraeducators prior to taking the Education Interpreter Performance Assessment (EIPA):

1. For the Sign Language Paraeducators who continue their Interpreter education at Lansing Community College or another community college that offers an Interpreter program, they will continue to be paid at ninety (90%) percent of Step 3 of the Interpreter pay scale. They will not advance a step each year until they pass the EIPA test with a score of 4.0.

    a. Sign Language Paraeducators will pay for tuition, books, and fees, and CGRESD will reimburse them for seventy-five (75%) percent of those costs up to a maximum of twelve (12) credits per year for three (3) years or until the program has been completed. When transferring to LCC or another community college that offers an Interpreter program, classes that were taken at Delta College but need to be repeated, will be reimbursed at seventy-five (75%) percent. The reimbursement will be made via regular payroll check following the date when the employee provides the Business Office with the appropriate receipts and grade report of a B or better.
    b. Mileage to and from class will not be reimbursed. Mileage to and from observations to complete class requirements will be reimbursed at the current IRS rate.
    c. Sign Language Paraeducators are allowed to be absent from class a maximum of two (2) times per semester or one (1) time per spring/summer session. All absences from class must be reported to the Director of Special Education in advance. An employee who is absent from class more than the numbers previously stated forfeits all reimbursement from CGRESD for that class.

d. Sign Language Paraeducators are expected to be continuously enrolled in classes with the exceptions of summer break or if on medical leave per the FMLA.

2. Sign Language Paraeducators will take the Educational Interpreter Performance Assessment (EIPA) as soon as the assessment becomes available and will be reimbursed in full by the District for the cost of the assessment and the proctor. Sign Language Paraeducators must pre-register for the EIPA.

3. If the Sign Language Paraeducators do not work the entire four (4) years as a Language Facilitator, Sign Language Paraeducator, or Interpreter after completing all coursework, they are expected to reimburse CGRESD for the prorated amount. For example, if a Sign Language Paraeducator works as a Language Facilitator, Sign Language Paraeducator, or Interpreter for three (3) years, they are expected to reimburse CGRESD for twenty-five (25%) percent of their share of the expenses paid on their behalf.

B. For Sign Language Paraeducators who take the EIPA:

1. For the Sign Language Paraeducators who pass the EIPA with a score of 4.0, they will immediately become Interpreters and be paid one hundred (100%) percent of the Interpreter wage scale. They will be expected to work for CGRESD as an Interpreter for four (4) years after they pass the EIPA test.

2. For Sign Language Paraeducators that do not pass the EIPA Test, the EIPA test will be taken annually until passed with a score of 4.0. CGRESD will pay for fifty (50%) percent of the cost of the test (once (1) annually) in the payroll following submission of the receipt by the employee until the EIPA Test is passed with a score of 4.0.

3. Sign Language Paraeducators will be paid one dollar ($1.00) more per hour than the Paraeducator step they were paid at prior to becoming a Language Facilitator plus the time worked as a Language Facilitator.

4. If the Sign Language Paraeducators do not work the entire four (4) years as a Language Facilitator, Sign Language Paraeducator, or Interpreter after completing all coursework, they are expected to reimburse CGRESD for the prorated amount. For example, if a Language Facilitator works as a Language Facilitator or Interpreter for three (3) years, they are expected to reimburse CGRESD for twenty-five (25%) percent of their share of the expenses paid on their behalf.

C. Placement of Sign Language Paraeducators will be based on seniority.

1. If the student of a Sign Language Paraeducator moves or no longer requires an Interpreter, the Sign Language Paraeducator will bump the employee with the lowest seniority in the same category.

2. If the Sign Language Paraeducator is the employee with the lowest seniority in the same category, they will bump the last hired Paraeducator and will return to the Paraeducator Wage Schedule.

3. If a fully qualified Interpreter with an EIPA score of 4.0 is hired, the Sign Language Paraeducator with the lowest seniority in the same category will be bumped.

4. If the student of an Interpreter moves or no longer requires an Interpreter, the Interpreter will bump the employee with the lowest seniority in the same category.

5. If the Interpreter is the employee with the lowest seniority in the same category, they will bump the last hired Paraeducator and will return to the Paraeducator Wage Schedule.

ARTICLE XXII
Workdays

Paraeducators:

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

ARTICLE XXIII
Compensation Schedule

23.1 Longevity - After the completion of nine (9) years of employment as a bargaining unit member with the Clare-Gladwin Regional Education Service District, and each completed year of service thereafter, employees shall receive a longevity payment based on the schedule below. Such payment shall be paid in one lump sum amount included in the first regular paycheck following the employee's anniversary date of employment and will be reported on the pay stub. Employees resigning or otherwise severing employment shall be entitled to a prorated portion of the following year's longevity stipend.

Years 9-15	$700
Years 16-20	$800
Years 21+	$1,000

23.2 Employees shall be permitted to select additional fringe benefit coverages which may be made available by the Board. The Board retains the right to name all insurance carriers. Changes in benefit specifications are subject to discussion by the Superintendent and/or their Designee, one Board Member or Administrator and the ESPA officers. Should this group not arrive at an agreement, the Board retains the right to implement the insurance benefits and formula as outlined in the contract.

In accordance with the Affordable Care Act, employees electing cash in lieu of medical insurance will be required to complete a form at the beginning of each school year indicating whether they have health insurance coverage through another source.

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

Employees will be provided with an option to take health insurance. The Board accepts full responsibility for the medical benefit plan costs up to the state approved single subscriber hard caps that are effective as of July 1 of each year of the contract year under the Public Act of 152.

Cash-in-Lieu payments shall be paid to each employee twice monthly for the previous month of work. Those employees who do not take medical insurance benefits will be provided with Cash-in-Lieu equal to one hundred fifty ($150) dollars per month for twelve (12) months one thousand eight hundred ($1,800) dollars per year.

23.3 Each employee will be provided with a ten-thousand-dollar ($10,000) life insurance policy.

23.4 Full Family Vision - The Board shall provide a vision plan (MESSA VSP 3Plus P) for each employee and his/her family. The District will pay one hundred percent (100%) for single subscriber vision insurance. The District will pay eighty percent (80%) of premiums for 2-party vision insurance. The District will pay up to eighty percent (80%) of the 2-party vision insurance rate for full family vision insurance. Each employee will be responsible for the remaining cost if applicable.

23.5 Dental Insurance – MESSA Delta Dental 100/80/80, $1,500 Annual Max. 80% Orthodontics, $2,500 Lifetime Max, 2 Cleanings. The District will pay for eighty percent (80%) of premiums for Dental Insurance for either single subscriber or two-person. The District will pay up to eighty percent (80%) of the 2-party dental insurance rate for full family dental insurance. Single subscribers and 2-Party subscribers will be responsible for twenty percent (20%) of premiums through

payroll deduction. Full family subscribers will be responsible for the dental insurance rate beyond the eighty percent (80%) of the 2-party dental insurance rate.

23.6 Wellness Bonus Program

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

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

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

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

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

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

23.7 The Clare-Gladwin Regional Education Service District Board of Education will implement a medical insurance premium payment plan permitting a voluntary salary/earnings reduction to be applied to the portion of health insurance premiums for which the employee is responsible. The medical insurance premium payment plan shall be implemented upon execution of this Agreement and is intended to remain in effect throughout the life of this Agreement, and thereafter at the discretion of the Board. Election to participate will be based on individual association members executing and filing a salary reduction agreement as required by the Board. The District may change, amend, or suspend the medical insurance premium plan if legislation or regulation alters, limits, or prohibits operation of such a plan as currently permitted under the U.S. Internal Revenue Code of 1986, as amended.

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

23.8 Friday Substituting - Early Childhood Special Education Paraeducators who wish to substitute on Fridays at the Area School shall notify Administration by August

15 of each year. Bargaining unit members who respond shall be called to substitute in order by seniority. Non-bargaining unit members will be called only when there are no bargaining unit members available to substitute.

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

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

Support staff members who are eligible to substitute teach in the state of Michigan will receive a twenty-five dollars ($25) stipend, in addition to their regular daily wages, for each day they agree to serve as a Substitute Teacher. This applies to both Special Education and CTE programs. Administration will exhaust all other options before asking a support staff member to work as a Substitute Teacher. If a support staff member is asked to work as a Substitute Teacher, Administration will make every attempt to replace their position as a support staff by a substitute support staff worker for that time.

In a classroom where two (2) support staff members are eligible to substitute teach in the State of Michigan, the support staff member with the highest seniority will be given the first (1st) opportunity to agree to serve as a Substitute Teacher.

23.9 It is agreed between the Clare-Gladwin RESD and the Clare-Gladwin ESPA/MEA that a Paraeducator shall not bump a substitute Paraeducator placed in a position known to be open for one (1) semester or one (1) year due to a Board approved leave of absence in accord with all the provisions of the Master Agreement or as required by law.

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

A long-term substitute Paraeducator position shall be defined as a position that has been temporarily vacated by a bargaining unit member for more than twenty (20) working days for a leave of absence as required by law or as granted by the Board of Education for leaves recognized in Article VIII of the CGRESD/CGRESD ESPA/MEA Contract. Until the position has been temporarily vacant for twenty (20) working days, a bargaining unit member who would otherwise be without work on that day may bump into the position. If the

position continues to be filled by a substitute beyond the twenty (20) working days, no bumping will be allowed; however, the bargaining unit member shall accrue vacation time for the hours s/he is not allowed to bump from the long-term substitute. If the bargaining unit member has refused to bump another available sub in the District on a given day, s/he shall not accrue vacation time under this provision.

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

ARTICLE XXIV
Terminal Pay/Retirement

24.1 A. Upon separation from the CGRESD, and with at least ten (10) days-notice by the employee, bargaining unit members who have completed at least ten (10) years of service to the CGRESD shall receive payment for one-half (1/2) of–their accumulated sick days up to a maximum of seven hundred fifty dollars ($750).

B. Upon resignation due to retirement from the CGRESD or the employee's death, bargaining unit members who have completed at least ten (10) years of service to CGRESD shall receive payment for one-half (1/2) of their accumulated sick days up to a maximum of two thousand dollars ($2,000).

C. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid to the beneficiary designated, in writing, by the employee. If no beneficiary is designated, payment will be made to the estate of the deceased.

D. If requested by the employee, the CGRESD shall make a one-time lump sum contribution to a 403(b) account in the employee's name held with a vendor on the District's approved vendor list as figured in Article XXV (A) or (B).

ARTICLE XXV
Miscellaneous Provisions

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

Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

ARTICLE XXVI
Duration

This Agreement shall be in effect upon ratification by the parties and shall remain in effect until June 30, 2028, with wages to be negotiated for 2027-2028.

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

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

President

Secretary

8/12/25
Date

CLARE-GLADWIN RESD
BOARD OF EDUCATION

President

Secretary

7/23/2025
Date

Clare-Gladwin RESD ESPA Wage Schedule
2025-2026 and 2026-2027

Para-educator	2025-26	2026-27
1	$14.09	$14.37
2	$14.72	$15.01
3	$15.38	$15.69
4	$16.08	$16.40
5	$16.79	$17.13
6	$17.55	$17.90
7	$18.34	$18.71
8	$19.16	$19.55
9	$20.03	$20.43
10	$21.33	$21.76

Administrative Assistant	2025-26	2026-27
1	$14.63	$14.92
2	$15.56	$15.87
3	$16.53	$16.86
4	$17.47	$17.82
5	$18.47	$18.84
6	$18.94	$19.32
7	$19.28	$19.67
8	$19.76	$20.16
9	$20.40	$20.80
10	$21.31	$21.74

Clare-Gladwin RESD ESPA Wage Schedule
2025-2026 and 2026-2027

Technology/ Medicaid Assistant	2025-26	2026-27
1	$17.28	$17.63
2	$18.16	$18.52
3	$19.04	$19.42
4	$20.01	$20.41
5	$21.01	$21.43
6	$21.44	$21.87

Interpreter Health Occupations Cert. Trainer	2025-26	2026-27
1	$22.59	$23.04
2	$23.86	$24.34
3	$25.14	$25.64
4	$26.42	$26.95
5	$27.72	$28.27
6	$28.97	$29.55

Sign Language Para-educator	2025-26	2026-27
1	$15.09	$15.37
2	$15.72	$16.01
3	$16.38	$16.69
4	$17.08	$17.40
5	$17.79	$18.13
6	$18.55	$18.90
7	$19.34	$19.71
8	$20.16	$20.55
9	$21.03	$21.43
10	$22.33	$22.76

Wage Scale:

- Year 1 (2025-26): Wage scale as presented, 2% off-scale payment after ten (10) years of service to the District paid in November 2025.
- Year 2 (2026-27): Wage scale as presented, 2% off-scale payment after ten (10) years of service to the District paid in November 2026.
- Year 3 (2027-28): Wage Only Reopener.

Off-scale lump sum amounts for employees at the top of scale (employees after ten (10) years of service to the District. Lump sum to be paid first pay in November.)

APPENDIX A

GRIEVANCE REPORT FORM

Grievance Number: _____ Building: _____

Grievant: _____ Classification: _____

Date Grievance Occurred: _____ Date Filed: _____

LEVEL 1

A. Date of Grievance Discussion with Building Principal or Supervisor: _____

B. Date of filing written Grievance: _____

1. Statement of Grievance, including Agreement Article Violated and date of violation:

_____

_____

_____

_____

2. Relief Sought:

_____

_____

_____

_____

_____

_____

Signature of Grievant _____ Date_____

C. Date of Grievance Discussion with Building Principal or Supervisor: _____

D. Disposition of Principal (Or Supervisor) and Other Administrator's Disposition:

_____

_____

_____

Signature of Principal or Supervisor_____ Date_____

E. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

_____

_____

Signature of Grievant:_____ Date_____

LEVEL 2

A. Date Received by Superintendent or Designee: _____
B. Date of Grievance Discussion with Superintendent: _____
C. Disposition of Superintendent: _____

_____

_____

Signature of Superintendent: _____ Date_____

D. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

_____

_____

_____

Signature of Grievant: _____ Date _____

LEVEL 3

A. Date of Notification to the Board of Intent to Submit to Arbitration: _____
B. Date Submitted to Arbitration: _____

Date of Decision _____ Decision Attached _____

GRIEVANCE FLOW CHART

- _____ Grievance occurs, or the employee/Association first aware
  - 10 Days
- _____ Grievance discussion with supervisor
  - 10 Days
- _____ Written grievance filed with supervisor
  - 10 Days
- _____ Grievance discussion with supervisor
  - 10 Days
- _____ Supervisor Disposition
  - 10 Days
- _____ Grievance submitted to the Superintendent
  - 10 Days
- _____ Grievance discussion with Superintendent
  - 10 Days
- _____ Superintendent Disposition
  - 10 Days
- _____ Notify Board of intent to Arbitrate
  - 10 Days

LETTER OF AGREEMENT
BETWEEN
THE CLARE-GLADWIN RESD ESPA, MEA/NEA
AND
THE CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT
BOARD OF EDUCATION

It is hereby agreed, by the parties set forth, that staff hired between August 1, 2025 and October 15, 2025, will receive 2 days of paid time off with the remaining days granted after the 90 day probationary period. Anyone hired after October 15, 2025 will need to complete the 90 day probation period before earning sick and personal days. Medical benefits will begin for all staff upon date of hire.

This exception shall not be construed as past practice, and Articles IV section 4.1 and 4.2 of the Master Agreement shall remain as stated.

Clare-Gladwin RESD Board of Education

By: Michael Simon, its Authorized Agent Date: 10-31-25
Michael Simon, Interim Superintendent

Clare-Gladwin RESD ESPA, MEA/NEA

By: _____, its Authorized Agent Date: 10/31/25
Jessika Juhas, MEA Union President

LETTER OF AGREEMENT
BETWEEN
THE CLARE-GLADWIN RESD ESPA, MEA/NEA
AND
THE CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT
BOARD OF EDUCATION

It is hereby agreed, by the parties set forth, that it is the responsibility of each employee to attend work as scheduled and keep track of their own personal and sick time.

The parties understand and agree that the District has the right to impose the below attendance disciplinary procedures. After a Bargaining Unit Member has exhausted their accumulated sick and personal leave, the following disciplinary procedures may be implemented after completion of the probationary period. Probationary employees are expected to meet the same attendance expectations as all bargaining unit members. Pursuant to Article IV of the Master Agreement, probationary employees may be disciplined or discharged at the discretion of the District and are not subject to the progressive discipline steps outlined in this Letter of Agreement.

1. First absence after leave exhaustion: Verbal warning
2. Second absence after leave exhaustion: Written warning placed in the employee's personnel file
3. Third absence after leave exhaustion: Review and application of Article VII provisions
4. Fourth absence after leave exhaustion: Meeting with the Superintendent to determine further action, consistent with Article XIII

If all absences occur within the same absence timeframe, each day after the last day of available leave is used will count as the next absence level, progressing day-by-day until Level 4 is reached. After the Bargaining Unit Member exhausts their accumulated sick/personal leave, each absence thereafter shall be considered unexcused, regardless of cause or reason, unless a leave of absence has been properly granted by the Article VII. By way of the example and not limitation, the District shall not be required to accept medical, emergency, or personal excuses, documented or otherwise. This exception shall not be construed as past practice, and Articles IV, VI, VII, VIII, of the Master Agreement shall remain as stated.

Clare-Gladwin RESD Board of Education

By: Michael Simon, its Authorized Agent — Date: 1-19-26
Michael Simon, Superintendent

By: _____, its Authorized Agent — Date: 1/19/26
Jessika Juhas, MEA Union President