AGREEMENT

between the

CLARE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

and the

CLARE BOARD OF EDUCATION

July 1, 2024 – June 30, 2027

CLARE PUBLIC SCHOOLS
Clare, Michigan

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	Agreement	1
	Witnesseth	1
Article 1	Recognition	2
Article 2	Rights of the Association	3
Article 3	Rights of the Board	5
Article 4	Seniority	6
Article 5	Resignation	7
Article 6	Family Medical Leave	8
Article 7	Protection of Bargaining Unit Members	10
Article 8	Job Duties	12
Article 9	Vacancies, Promotions, and Transfers	13
Article 10	Sick Leave	15
Article 11	Leaves of Absence	17
Article 12	School Closures	19
Article 13	Hours of Work	20
Article 14	Vacations and Holidays	21
Article 15	Reduction of Staff	22
Article 16	Strikes and Responsibilities	24
Article 17	Grievance Procedure	25
Article 18	Arbitration	27

Article 19 Insurance Protection 29
Article 20 Professional Development 33
Article 21 Miscellaneous Provisions 34
Article 22 Medically Fragile Students 35
Article 23 Wages 36
Article 24 Duration of Agreement 37
Signature Page 38
Professional Grievance Report Form 39

This Agreement is entered into the 17th day of June, 2024, by and between the Clare Board of Education, Clare, Michigan, hereinafter called the "Board" and the Clare Educational Support Personnel Association, MEA, NEA hereinafter called the "Association."

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act, to bargain with the Association as the representative of its office personnel and paraeducators with respect to hours, wages, terms and conditions of employment;

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

1.0 The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all Paraeducators, Media Clerks, Instructional Paraeducators for the Hearing Impaired*, including those on hourly, and personnel assigned to newly created positions involving work within the unit as defined by the Michigan Employment Relations Commission, but excluding Central Office personnel and excluding other employees of the Clare Public School District.

*Throughout this contract Media Clerks and Instructional Paraeducators for the Hearing-Impaired will be referenced as Paraeducators, where not otherwise separated; e.g., Article 23.

1.1 Unless otherwise indicated, the term "Association", when used hereinafter in this Agreement shall refer to the Clare Public Schools Educational Support Personnel Association, MEA.

1.2 Unless otherwise indicated, the term "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

1.3 Unless otherwise indicated, the term "Board" when used hereafter in this Agreement shall refer to all supervisory and/or administrative personnel employed by the Clare Board of Education.

ARTICLE 2 – RIGHTS OF THE ASSOCIATION

2.0 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

A. The Association shall be provided with a bulletin board, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the inter school mails to distribute Association material.

B. The Association shall have the right to use school facilities for meetings when such facilities are not otherwise in use.

C. Duly authorized representatives of the State and National levels of the Association shall be permitted on school properties to confer with Association members provided that this shall not interfere with nor interrupt normal school operations. The representative(s) will notify the office of the Principal of his/her presence.

D. A bargaining unit member who is involved in a grievance hearing, Arbitration hearing or Negotiations with the Board shall be released from duties with no loss of pay when such proceedings are scheduled during working hours.

E. Bargaining unit members shall be represented by the Association President and/or his/her designee. The Association shall furnish in writing to the Board the names of the President, Vice-President and Secretary-treasurer upon their election or appointment. The President during working hours, without loss of time or pay, may represent bargaining unit members and present grievances to the Board. Should it become necessary for the President to leave his/her place of work in order to represent a bargaining unit member, the President shall notify his/her supervisor and give the name of the bargaining unit member he/she is going to represent. The President shall notify the supervisor upon his/her return to work.

F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports; membership data; names and addresses of all employees; salaries paid thereto; and such other information that is required to be disclosed under the Freedom of Information Act which may be necessary for the Association to act on behalf of its membership. The Association shall reimburse the district the cost pursuant to FOIA.

G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding section H of this Article of the Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its Agents.

2. The Association has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.

4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

H. Miscellaneous Payroll Deductions

Upon written authorization from the bargaining unit member, the Board shall deduct from the wages of the bargaining unit member and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Association and Board.

I. The Association shall be allowed nine (9) Association days per year. On such days members shall be released from duties without loss of pay, to conduct Association business. Such days may only be utilized by the officers and/or agents of the Association. Whenever possible, the Association agrees to provide written notice five (5) business days in advance.

ARTICLE 3 – RIGHTS OF THE BOARD

3.0 The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

3.1 The Board shall have the right to hire all employees and, subject to the provisions of the law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

3.2 The Board shall have the right to determine classification of members of the bargaining unit.

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

ARTICLE 4 – SENIORITY

4.0 Seniority shall be defined as the length of service within the District in this bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall continue accruing seniority in his/her new classification on his/her first day of work in the new classification.

4.1 All new employees shall be probationary employees until they have completed ninety (90) working days. Any unpaid leaves or layoffs during that time shall not count toward satisfying the probationary period. During the probationary period, the employee shall be represented by the Association for all purposes.

Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees may be discharged at the employer’s discretion and without recourse to the grievance process.

4.2 The Board will maintain an up-to-date seniority list showing the seniority of each employee. A copy of the seniority list shall be provided to the Association and to each bargaining unit member by October 15 of each year. Errors, omissions, and/or deletions will be noted and corrections made as required to conform to this Agreement. Any objections to the list shall be made within thirty (30) calendar days of the list being provided to all bargaining unit members. Bargaining unit members shall be provided a form to verify the accuracy of their placement on the seniority list.

Revised seniority lists shall be provided to the Association and to each bargaining unit member when necessary. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list.

4.3 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, and transfer to a non-bargaining unit position or at the end of three years from the date of layoff. See Article 15, section 15.0 (H) for exception to this provision.

ARTICLE 5 – RESIGNATION

5.0 Any bargaining unit member shall file a written resignation with the Superintendent at least fifteen (15) calendar days prior to the effective date.

5.1 Any employee may withdraw his/her resignation within five (5) working days of its submission.

ARTICLE 6 – FAMILY MEDICAL LEAVE

6.0 Family Medical Leave: An employee that has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions

A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:

1. Birth, adoption or foster care placement of an employee's child;

2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;

3. The serious health condition of an employee's spouse, child or parent;

4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.

5. Or, other reasons provided under FMLA.

B. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.

C. The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

D. Accrued paid leave shall be used during FMLA, as may be applicable by contract. The remainder of any leave time will be unpaid.

E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.

F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The superintendent shall also have the right to have the employee examined by a physician of the district's selection at district expense.

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

6.2 An Employee requesting an approved leave of absence outlined herein will be required to use all accrued sick leave, and/or personal leave, or vacation time while on Family Medical Leave. In the case where the District has employed both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

6.3 Whenever practicable, a thirty (30)-day advance written notice of the need to take a Family Medical Leave is required of foreseeable leaves.

6.4 An Employee returning to work from a leave described herein shall be restored to his/her former position or to one that is equivalent in benefits, pay, 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, dental and vision insurance program provided the Employee continues to pay any normal Employee contribution as applicable monthly.

6.5 Should the Employee elect not to return to work at the end of an approved leave outlined herein for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the Employee, the District may seek reimbursement for the health premium paid by the District during the leave period.

6.6 Employees shall receive wage schedule credit, sick leave credit, and accumulation of seniority when returning from family medical leave.

ARTICLE 7 – PROTECTION OF BARGAINING UNIT MEMBERS

7.0 The Board recognizes that it is not the primary duty of paraeducators to assume the responsibility for instruction of pupils in the classroom.

7.1 Any case of assault upon an employee shall be promptly reported to the principal or the designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

7.2 If any legal action is brought against an employee 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 provide assistance to the employee in his/her defense as is permitted under the Michigan School Code.

7.3 Serious complaints made by a student or the parent of a student directed toward a member of the bargaining unit shall be promptly called to the employee's attention orally and in writing by the immediate supervisor and shall specify the name(s) of the complainant, the date, location, and details/circumstances of the complaint. Within three (3) working days, the immediate supervisor shall establish a meeting date to seek a resolution to the complaint/dispute. The employee may submit written comments to be attached to the complaint materials in his/her personnel file or evaluation, or he/she may grieve the inclusion of said materials in his/her personnel file or in his/her evaluation.

7.4 Members of the bargaining unit shall be expected to exercise reasonable care with respect to the safety of pupils and property.

7.5 No derogatory information shall be placed in an employee’s file without his/her prior knowledge. The bargaining unit member shall have the right to review the information that is to be placed in his/her file and shall have the right to attach a written response, or to grieve the inclusion of such information in his/her personnel file. The bargaining unit member shall have the right to have an Association representative present during the review.

7.6 There shall be no harassment, or discrimination of any kind by administration personnel against Association members on the basis of their membership or activities in the Association, or non-membership.

7.7 Bargaining unit members shall have workloads consistent with reasonable expectancy.

7.8 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Any safety hazard or dangerous situation that is reported to the administration shall be investigated and corrected, as soon as possible.

7.9 No bargaining unit member shall be disciplined without just cause and due process. The term "discipline" includes warnings; reprimands; suspensions with or without pay; or discharges. Any such discipline shall be subject to the Grievance Procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than three (3) business days after discipline is imposed. No employee shall be reprimanded in public or in the presence of another person other than an Association representative and/or an additional administrative representative. Probationary employees' rights under this paragraph shall not include the right to proceed to arbitration.

7.10 Electronic Mail

Electronic mail is a Board-owned resource. Employees who use this system must realize that electronic communications are inherently vulnerable and non-private. To ensure productivity and good morale, the Board affirms that users of these systems shall have a limited zone of privacy subject to reasonable needs of the Board in assuring the rights of individuals, ensuring lawful conduct of all employees, and protecting the school system from the threat of litigation. Steps have been and are being taken by the Board to ensure the security of this system for users.

7.11 E-mail shall not be used for illegal purposes. E-mail may be subject to discovery in lawsuits, and to review by outside sources.

7.12 The Board may review electronic mail provided there is reasonable cause for doing so and, provided further, that there is no other reasonable way to secure the information being sought for review. Reasons for review might include a lawsuit against the Board, suspicion of a crime or violation of a Board policy, or a need to perform work or provide a service when the employee is absent.

7.13 If the volume of e-mail usage or the time an employee spends accessing the internet impacts an employee’s job performance that would be another reason for review.

7.14 Before electronic mail may be reviewed, the ESP President will be notified.

ARTICLE 8 – JOB DUTIES

8.0. The administration shall establish job descriptions.

A. Prior to changing job descriptions, the administration shall discuss the changes with the Association President, with a bargaining unit member from the affected classification and with the immediate supervisor. It is the Association President's responsibility to have a bargaining unit member from the affected classification present at this meeting. Within five (5) working days after the meeting, the administration shall send a copy of the revised job description to the Association President.

B. Job descriptions shall be presented to new hires.

8.1 Each Job description shall include at minimum,

A. Job title;

B. Minimum requirements and qualifications;

C. Specific statement of required tasks and responsibilities.

8.2 The evaluation of a bargaining unit member shall be based upon the member's work performance. Each bargaining unit member shall be evaluated at least once every three (3) years by his/her immediate supervisor on the mutually agreed upon evaluation form.

A. If difficulties are noted, specific ways/means of improvement shall be identified and the evaluator shall provide positive assistance in an attempt to rectify those difficulties.

B. The signature of the bargaining unit member on the evaluation form or a complaint shall simply mean that he/she has read the material and such signature shall not be construed to mean that he/she agrees with the contents of such material.

8.3 Job descriptions and job qualifications shall be referenced on all job postings. The job posting shall include the hours of work for the posted position.

8.4 Special Education paraeducators shall not be assigned general playground/recess, breakfast or lunch duties when they are monitoring their assigned students according to their IEPs.

ARTICLE 9 – VACANCIES, PROMOTIONS, AND TRANSFERS

9.0 The Association President will be notified of all newly created positions, and vacancies, and postings in the bargaining unit.

9.1 Insofar as practicable, all vacancies will be filled by qualified people. Vacancies shall be awarded to active bargaining unit members if qualified. In the event two members or more of the bargaining unit are qualified for the job, it shall be awarded on the basis of seniority. The positions remaining unfilled shall then be offered to laid off bargaining unit members under the recall procedure in Article 15.

9.2 No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) working days. Every attempt shall be made to fill the vacancy within twenty (20) working days. If the vacant position is not filled, the Association shall be so informed.

9.3 Written requests for transfers will be considered on the strengths of the reasons given for transfer and with the students' best interest in mind.

9.4 Whenever possible, requests for transfers shall be acted upon favorably.

9.5 Whenever vacancies occur during the summer, the procedures described below shall be followed:

A. The district shall post the position(s) on the district website and e-mail to employees the day of the posting at the address provided.

B. The bargaining unit member must respond by telephone, e-mail or in writing within ten (10) calendar days of the date of the posting if he/she is interested in the position.

9.6 Vacancies will exist under the following conditions:

A. There is an increase in paraeducator positions.

B. A position becomes vacant and it is the intent of the administration to fill that position.

C. The position shall be filled unless there is an elimination of the program or conditions exist which justify the elimination of the position. Such reasons may include but are not limited to: reduction in funding, change in the scope of the program or change in the requirements of the program.

D. A position shall not necessarily be considered a vacancy or a newly created position due to changes such as student schedules, changes in teaching staff, or changes in the title of a program.

ARTICLE 10 – SICK LEAVE

10.0 At the beginning of each work year, each bargaining unit member, not including those on worker's compensation (unless they are still supplementing worker's compensation with their sick leave) shall be credited with up to twelve (12) days of sick leave, the unused portion of which shall accumulate from year-to-year up to one-hundred-fifty (150) days. For the purposes of sick leave, a day is defined as the number of hours that the bargaining unit member is regularly scheduled to work per day. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

10.1 A bargaining unit member may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability. Sick leave days may be taken in full day or half day increments.

10.2 A maximum of ten (10) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, son-in-law, sister-in-law, daughter-in-law, grandparents, grandchildren, step father, step mother, step children, aunt and uncle.

10.3 A maximum of five (5) days (not chargeable to member's accumulated leave) may be used for a death of a spouse or child at the time of death and/or funeral/memorial service. A maximum of five (5) days to be deducted from a bargaining unit member's accumulated sick leave may be used for a death in the immediate family including step family at the time of death and/or funeral/memorial service: spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Superintendent or designee.

10.4 Two (2) days to be deducted from a bargaining unit member's accumulated sick leave may be used for the death of brother-in-law, sister-in-law, spouse of a child, aunt, or uncle, or person whose relationship to the member warrants such attendance. Extension may be granted at the discretion of the Superintendent or designee.

10.5 Other deaths- one (1) day per death to be deducted from a bargaining unit member's accumulated sick leave may be used to attend the funeral of any person at the discretion of the Superintendent.

10.6 Additional uses of sick leave:
In addition to personal illness or injury, sick leave may be utilized for the following:

A. Fire, accident, pallbearer,
B. Required court appearance,
C. Child born to wife,

D. One (1) day per emergency illness or injury in the family which requires a bargaining unit member to make arrangements for necessary medical and nursing care,
E. The day of surgery for a member of the immediate family,
F. Dental and doctor appointments,
G. Any other reason approved in advance by the Superintendent.

10.7 Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular wages for the duration of the illness. The difference shall be charged against sick leave at the rate of one-third (1/3) sick day. The bargaining unit member shall receive his/her full wages from the Board, and benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received. Once the member has exhausted his or her sick leave, the Board's obligation under this paragraph is fully discharged.

10.8 Any person who has accumulated sick leave in excess of those benefits granted by this contract shall retain the accumulated sick leave heretofore granted.

10.9 Any bargaining unit member who is going to be absent shall notify the District's designee to report said absence one (1) hour prior to start time unless prior notification has been given. The Board or its designee shall immediately provide notice to the bargaining unit members if there is a change in reporting procedures.

10.10 When a paraeducator who has playground, library, or other designated duties is absent from work, a substitute worker will be provided, if available and deemed advisable by the Board. When a substitute is not provided, paraeducators will not be expected to make arrangements for duty coverage.

10.11 Sick leave Payout- Upon retirement or voluntary resignation from the district after ten (10) years employment with the district, each bargaining unit member shall be paid thirty dollars ($30) per day for each unused accumulated sick day up to a maximum of one hundred (100) days if notification to the District is prior to March 15th and twenty-five ($25) per day if notification to the District is March 15th or after. If a bargaining unit member is laid off from the District after ten (10) years of employment with the District, the employee shall have the option of being paid twenty-five dollars ($25) per day for each unused accumulated sick day up to a maximum of one hundred (100) days or maintaining those credited sick days as described in Article 15.0 F.

ARTICLE 11 – LEAVES OF ABSENCE

11.0 The Parties agree that regular and reliable attendance is an essential job duty.

11.1 Leaves of Absence with Pay:

A. Personal Days

1. All members of the bargaining unit shall receive two (2) personal business days. These days may be taken in half (1/2) day increments or full day increments only. The unused portion of personal days shall accumulate as sick leave.

2. A personal day cannot be used the day before or after a holiday or vacation period for the purpose of extending vacation or for the first or last day of the school term, except with justification in writing to the superintendent or his/her designee. The superintendent's decision on the justification will be final.

B. Jury Duty

Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in an arbitration or fact-finding concerning Clare Public Schools shall be paid his/her wages less any jury or witness fee for such time spent on jury duty or giving testimony. Any bargaining unit member released early from such services shall contact his/her immediate supervisor to determine whether he/she should report to work.

11.2 Leaves without Pay

Leaves of absence without pay will be taken without loss or gain of accumulated sick days, pay step placement and vacation.

A. Employees who are eligible for FMLA may take such leave as provided by the Act and board Policy for qualifying reasons.

B. Unpaid leaves of up to 60 work days shall be granted where an FMLA qualifying leave exists, even if the Employee is not otherwise eligible for FMLA leave, except in cases of the Employee’s personal illness. For an employees’ personal illness, a one-year leave beginning with the first paid sick day and unpaid days shall be granted with medical verification.

C. All other unpaid leaves of absence may be granted at the Employer’s discretion.

D. Health insurance for Employees on unpaid leaves who are not eligible for FMLA, but the event is a qualifying FMLA leave, will continue to receive district-paid health insurance for up to eight (8) unpaid work days once the employee's paid sick leave has been exhausted. No more than eight (8) unpaid work days of coverage may be used every two (2) years (July 1 – June 30) and the eight (8) unpaid work days do not have to be consecutive.

This benefit may only be used in one school year over a two (2) year period. The Employee's costs for health insurance beyond this shall be based upon a per diem rate using three hundred sixty-five (365) days.

E. Employees have a right to return to their former position, if they return within the sixty (60) work day leave period or when their paid leave is exhausted. If the leave of absence is greater than sixty (60) work days or the Employee's paid leave time, the returning Employee shall be placed in accordance with Article 15 Reductions in Staff.

ARTICLE 12 – SCHOOL CLOSURES

12.0 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of Providence, inclement weather, severe storms, fires, epidemic, mechanical breakdowns, or health conditions.

12.1 When school is closed, the School District shall have the right to reschedule any days or hours for which the school district is not permitted to count such days or hours under Michigan statute and/or Department of Education administrative rules in effect at the time.

12.2 On days when schools are closed for the above stated reasons the following procedures will apply:

A. Employees will not report to work. Employees will be paid their normal daily rate for days/hours for the first six (6) days as they occur. Personal leave days may be used for additional forgiven school closures.

B. Days/hours that must be made up for State aid:

If the District is required to make up the days/hours beyond the state allowance, the employees shall report and will be paid for the make-up days.

12.3 In the event that school is cancelled after arrival of the students, due to reasons identified in 12.0, the following procedures will apply:

A. Paraeducators will be dismissed following any necessary activities.

B. Paraeducators will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid. If days are not permitted to be counted as a day of student instruction for receiving State aid, these bargaining unit members will be paid for time actually worked on that day and any additional pay will be paid in accordance with Section 12.2 B of this Article.

12.4 In case of a school delay, bargaining unit members report twenty (20) minutes before students or their regularly scheduled report time whichever is later. They will be paid for the entire day (their normal work assignment).

12.5 Bargaining unit members shall not be charged for a sick day or personal business day if it is scheduled to be taken on a day when school is cancelled due to circumstances described above.

ARTICLE 13 – HOURS OF WORK

13.0 Paraeducators will normally be employed all student days. Paraeducators are subject to additional scheduling by the administration. They may be asked to work additional record days and professional development days with two (2) weeks advance notice. A half (1/2) hour non-paid lunch period will be determined by the building administrator. The employer shall have the authority to schedule work hours.

13.1 All paraeducators shall be entitled to two (2) fifteen (15)-minute paid relief times each work day of five (5) consecutive hours or more. Paraeducators working less than five (5) consecutive hours shall receive one (1) fifteen (15)-minute paid relief time.

ARTICLE 14 – VACATIONS AND HOLIDAYS

14.0 All bargaining unit members shall be paid for the following holidays:

Deer Season opening day*	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Christmas Eve Day	Labor Day

provided above holidays fall within the normal work year. Twelve (12) month employees will also have July 4th as a paid holiday.

*provided it falls on a weekday

ARTICLE 15 – REDUCTION OF STAFF

15.0 In the event that the board determines to reduce staff, employees will be laid off under the following procedures:

A. The Board shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

A bargaining unit member whose position has been eliminated due to reduction in workforce or who has been affected by a layoff/elimination of position shall have the right to assume a position within the member's present classification for which he/she is qualified and which is held by a less senior bargaining unit member who has the most comparable hours. The bargaining unit member may take a vacant position within the bargaining unit for which he/she is qualified, or the member may bump the least senior member of another classification who has the most comparable working hours if the member is qualified for the position. A bargaining unit member must exercise his/her right to bump by written notice to the Superintendent or his/her designee within five (5) workdays after receipt of a layoff notice.

Bargaining unit members will be notified of displacement or the layoff ten (10) working days prior to the effective date.

B. "Length of service with the District" shall run from the first date of hire as a permanent employee within the bargaining unit.

C. RECALL. When the workforce is increased after a layoff, bargaining unit members will be recalled by bargaining unit seniority, with the most senior bargaining unit member being recalled first, provided the member has the qualifications and ability to perform the work. Bargaining unit members shall not be required, however, to accept recall to a classification other than that from which they were laid off. A bargaining unit member who accepts recall to a classification, other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

D. NOTICE OF RECALL. Notices of recall of bargaining unit members on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. An bargaining unit member on layoff shall be given at least five (5) work days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit

member can report for work, providing the bargaining unit member reports within the five (5)-day period.

E. SUBSTITUTE PRIORITY. A laid off bargaining unit member shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority, provided the laid off bargaining unit member has the qualifications and ability to perform the work. A laid off bargaining unit member who repeatedly refuses substitute work may be removed from the substitute list.

F. Assuming the laid-off bargaining unit member is assigned to the same classification and reports for duty the first opportunity following such lay- off, when properly recalled under the Master Agreement, (1) seniority gained during past employment shall be retained and restored at the time of his/her recall and, (2) accumulated sick leave days shall not be cancelled as a result of said lay-off but shall remain credited to his/her use that year and thereafter unless sick leave has been paid out according to Article 10.11 provisions.

G. Temporary, probationary and substitute personnel shall be laid off before any regular bargaining unit member is laid off.

H. Bargaining unit members shall have rights to recall for three (3) years from the date of layoff.

ARTICLE 16 – STRIKES AND RESPONSIBILITIES

16.0. The Association agrees, on its own behalf that:

A. During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize, or support nor shall any of its members take part in, any strike, that is, the concerted failure to report to work, or willful absence of any employee from his/her position, or stoppage of work or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

B. If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Agreement by any employee or group of employees shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration, provided however, that the questions of their participation shall itself be subject to arbitration.

C. The Board, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available by law, to seek injunctive relief and damages for breach thereof against the Association.

D. The Association recognizes that supervisory, administrative, and executive officials are excluded from the bargaining unit herein.

E. Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Section II of Acts 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 or which are otherwise provided by law.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.0. For the purpose of this Agreement, the following Grievance Procedure shall be used:

A. A claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.

B. STEP I. The member of the bargaining unit or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. It is the responsibility of the bargaining unit member, during the course of the informal meeting, to notify the building principal or immediate supervisor that the discussion is step one of the grievance procedure. If satisfaction is not obtained within ten (10) working days following the informal meeting, the employee and/or the Association may proceed to Step II.

C. STEP II - Below:

1. Within ten (10) working days after not obtaining satisfaction at STEP I, the issue shall be reduced to a written grievance upon the form provided, identifying the issue or issues and stating what article or articles and sections of the contract are involved and relief requested, and presented to the building principal or immediate supervisor.

2. Within ten (10) working days after the grievance has been reduced to writing, signed by the grievant or the Association and presented, the Association's grievant and one member of the bargaining unit or Association, or their representative, shall meet with the principal or supervisor and one member of the school administration appointed by the Superintendent. The administration will set the meeting at a mutually agreeable time.

3. Within ten (10) working days, the principal or supervisor, and other member of the school administration shall write their answer to the grievance on the grievance form and the principal or supervisor, and other member of the school administration, the Association's representative, shall sign showing their concurrence or non-concurrence.

4. Within ten (10) working days of receiving the decision reached in Step II, if the member of the bargaining unit or the Association is not satisfied with the results, they may proceed to Step III by so indicating in writing to the Superintendent.

D. STEP III- Within ten (10) working days of receipt of written notification from the Association, the Superintendent will schedule a meeting between the grievant and one local Association member, the UniServ Director, the Superintendent and the grievant's immediate supervisor. If satisfaction is not achieved at this meeting, the member of the bargaining unit or the Association may proceed to Step IV by so indicating to the Superintendent within ten (10) working days of the STEP III response, with a copy forwarded to the Board Secretary.

E. STEP IV- At the next regularly scheduled Board meeting, or within twenty (20) working days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration, within ten (10) working days.

F. Timelines shall be strictly enforced. The failure to move a grievance to the next step shall result in the grievance being withdrawn with prejudice.

ARTICLE 18 – ARBITRATION

18.0 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step IV of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:

A. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action, which has been taken, is justified according to these terms.

B. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step IV of the Grievance Procedure, except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step IV of the Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are, involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.

C. Within twenty (20) working days after receipt of such written notice, provided for in paragraph B above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties. If no mutual selection can be agreed to, the parties will submit the selection to the American Arbitration Association for facilitation.

D. The rules and guidelines of the American Arbitration Association shall be followed.

E. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he/she have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he/she have any authority to formulate, or add any new policies or rules, nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the questions of whether the member of the bargaining unit involved had been disciplined for proper cause. Probationary employees shall not have a right to proceed to arbitration concerning layoff, discipline or termination.

F. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he/she may modify that penalty. It is further understood that wage schedules incorporated in this Agreement shall not be subject to arbitration, and the arbitrator shall have no authority to establish or change any wage schedule.

G. The arbitration fees and expenses shall be shared by the parties involved in the grievance.

18.1 Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.

18.2 Withdrawal of Cases - A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.

18.3 Decisions Final - The decision of the arbitrator shall be final and binding upon the Board, the Association and the member of the bargaining unit involved.

ARTICLE 19 – INSURANCE PROTECTION

19.0 The Board shall provide MESSA medical and ancillary insurance as listed and outlined (in the charts) for twelve (12) months for eligible bargaining unit members. Said MESSA plans will include options as follows:

PLAN C

MESSA ABC Plan 1 In network deductible
ABC Rx Prescription Drug Card
Health Equity HSA Provider
$0/0/0 Office Visit Copay
Vision- VSP 2 Silver
Delta Dental- 60/60/60/60
$1,000 Max
2 Cleanings
$20,000 Life Insurance
$20,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $2,500

- Maximum monthly salary $3,750
- Waiting Period: 30 CDMF
- Alcohol/Drug: 2-year limitation
- Mental/Nervous: 2-year limitation
- Family Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: No

PLAN D

MESSA Choices -$500/$1000 In network deductible
Saver Rx Prescription Drug Card
$20/25/50 Office Visit Copay
Vision- VSP 2 Silver
Delta Dental- 60/60/60/60
$1,000 Max
2 Cleanings
$20,000 Life Insurance
$20,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $2,500

- Maximum monthly salary $3,750
- Waiting Period: 30 CDMF
- Alcohol/Drug: 2-year limitation
- Mental/Nervous: 2-year limitation
- Family Social Security Offset

- Pre-existing Condition Waiver: Yes
- COLA: No

PLAN B

Those employees not electing MESSA Plans C or D as defined in Article 19.0, will select MESSA PLAN B:

Vision-VSP 2 Silver
Delta Dental- 60/60/60/60
$1,000 Max
2 Cleanings
$20,000 Life Insurance
$20,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $2,500

- Maximum monthly salary $3,750
- Waiting Period: 30 CDMF
- Alcohol/Drug: 2-year limitation
- Mental/Nervous: 2-year limitation
- Family Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: No

Any bargaining unit member hired after July 1, 2011, working 25 hours or more, will be eligible to receive no more than single subscriber Board paid coverage. All bargaining unit members will have the option to purchase coverage (Single Subscriber, 2 Person, or Full Family) at their own expense.

The Board shall pay according to the following charts for the Employee's medical insurance premiums, taxes, and fees and/or MESSA ABC Plan 1 deductible on a monthly basis (January 1 to December 31). An HSA account established to cover the MESSA ABC Plan 1 deductible shall be funded at no more than one twelfth (1/12) of the total Board paid deductible per month. The District paid medical insurance caps will be applied first to the HSA contribution and then to the premiums, taxes, and fees.

The Board shall pay according to the following charts for dental, vision, LTD, Life Insurance and AD & D premiums, taxes, and fees for all employees.

Any premiums, taxes, and fees in excess of the District's contribution will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions may be made with pre-tax dollars. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.

The Board will consider changes to the bargaining unit's medical and ancillary plan coverage annually during the years covered by the collective bargaining agreement. The Board shall not be responsible for reimbursing a bargaining unit member for any deductible and/or copay plan resulting from those changes.

Board Medical and Ancillary Care Contribution

Paraeducator July 1, 2024 - June 30, 2027

Number of Normally Scheduled Hours Worked Per Week		Single Subscriber	2-Person Hired before 7/1/2011	Full Family Hired before 7/1/2011	**Dental**	**Vision**	**Life/AD&D**	**LTD**
25 up to 40	Annual Maximums	Annual 98% of HC	Annual 98% of HC	Annual 58.5% of HC	Up to $720	Up to $240	Up to $30	Up to $180
	Monthly Maximums	Monthly (98% of HC)/12	Monthly (98% of HC)/12	Monthly (58.5% of HC)/12	Up to $60	Up to $20	Up to $2.50	Up to $15
Less than 25	Annual Maximums	$0.00	$0.00	$0.00	Up to $720	Up to $240	Up to $30	Up to $180
	Monthly Maximums	$0.00	$0.00	$0.00	Up to $60	Up to $20	Up to $2.50	Up to $15

***HC = State of Michigan Hard Cap amounts for medical insurance premiums, taxes, and fees updated annually by the State of Michigan.**

19.1 Those eligible bargaining unit members not electing the medical insurance shall receive the amount described below. The bargaining unit member may choose to take advantage of a 403b tax sheltered annuity or similar financial vehicle.

# of normally scheduled hours worked per week	$ amount per month
25 or more	$ 125

19.2 The Board shall make payment of insurance premiums for each bargaining unit member to insure insurance coverage for the twelve-month period commencing September 1 and ending August 31. In instances where cost of coverage exceeds the amount of the subsidy, the Board shall make provisions for the excess to be payroll deductible.

19.3 Other insurance policies and programs may be presented by either party to replace or supplement agreed to programs. However, to implement the above, both parties must agree to the same in writing.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

20.0 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. The Board will also consider requests from the Association for professional development programs.

Safe School Modules shall be completed prior to the start of the school year for students. Bargaining unit members agree to complete modules in three (3) hours time. Modules do not have to be completed at the school setting. Assessments will be available the Monday prior to the start of school, available for 5 weekdays to meet this provision.

ARTICLE 21 – MISCELLANEOUS PROVISIONS

21.0 This Agreement shall supersede any rules, regulations or practices of the Board and Association which shall be contrary or inconsistent with its terms. The Board agrees to provide the Association two (2) copies of the Board Policies when completed.

21.1 Copies of this Agreement shall be made available to all members of the bargaining unit now employed or hereafter employed by the Board via the district website.

21.2 If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other applications shall continue in full force and effect.

21.3 Either party may request an articulation meeting with three (3) days written notice to the other side.

21.4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

21.5 Paraeducators shall not teach per se and shall not have complete charge of a class for more than one hour at a time, except in case of an emergency.

21.6 All paraeducators shall be notified of any change in their employment at least one week in advance of the opening of the school year. When possible, two (2) weeks notice will be given.

21.7 If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

21.8 A newly hired employee or bargaining unit member who transfers to a new position shall be provided with a minimum of two (2) work days of orientation/job shadowing prior to assuming independent responsibility of the assignment.

21.9 The Administration will schedule support staff meetings three (3) times a year.

ARTICLE 22 – MEDICALLY FRAGILE STUDENTS

22.0 When a bargaining unit member is assigned or has the responsibility for a disabled student whose individualized educational plan or 504 Plan requires special education programs or services, the paraeducator shall monitor, but shall not be expected to perform emergency or routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render emergency or routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired health, insofar as such care or maintenance is necessary for sustaining of the student's life. Employees shall be provided training, at no cost to the bargaining unit member, prior to being required to monitor such services.

22.1 Bargaining unit members will not have as part of his/her assigned responsibilities the performance of care or maintenance functions such as "tracheostomy tube suctioning," "gastric tube feeding," "catheterization," or similar support for survival. In the event that a student enrolls into the district with these needs, administration and the bargaining unit will both agree to meet and discuss what steps should be taken.

Bargaining unit members shall not be required to administer medicine in the classroom or in the office, except when the nurse is unavailable. At this time the bargaining unit member, and another person to observe such, will dispense the medication as directed by a physician on the Physician's Authorization for Medication at School form and then document it into a log book. The log book will be closely monitored by the school nurse with instructions that correspond with the prescription bottle/over the counter medication for each student.

ARTICLE 23 – WAGES

23.0 2024-2025 – 3% increase
2025-2026 – 3% increase
2026-2027 – 3% increase

23.1 In years when steps are given, any newly hired employee will not advance to the next step increase if their first working date was after January 31 of the previous school year.

23.2 For the 2024-2025, 2025-2026, and 2026-2027 school years a one year credit will be granted on the step scale. Other than the wages and benefits identified in this Contract for the Contract term, there shall be no material increase in wages or benefits unless ratified by both parties. Upon expiration of this Contract, the bargaining unit shall not receive longevity, step increases, or increased benefits, unless expressly ratified by both parties.

23.3 A $750 stipend to bargaining unit members with 11+ years of service to the district, payable in each of 2024-2025 and 2025-2026. Stipends will be distributed evenly in biweekly installments. The longevity stipend will be prorated for the employee(s) with established retirement or resignation dates in the 2024-2025 or 2025-2026 school year. The stipend will also be prorated for part-time employees.

23.4 Employees with five (5) or less absences will receive a one-time payment of $500 at the end of the year.

CESPA WAGE SCHEDULE

Paraeducator

Steps	**2024-2025**	**2025-2026**	**2026-2027**
1-2	15.04	15.49	15.95
3-5	15.55	16.02	16.50
6-11	16.07	16.55	17.05
12 plus	16.58	17.08	17.59

ARTICLE 24 – DURATION OF AGREEMENT

24.0 This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, and shall become effective as of ratification by both parties and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2027.

24.1 In any negotiation described in the Article, neither party shall have control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.

24.2 The parties agree that, on or before April, 2027, they will set a date to commence negotiations.

24.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS THEREOF, the parties hereunto set their hands and seal this 17th day of June, 2024.

CLARE BOARD OF EDUCATION:

By: _____
President

By: _____
Superintendent
Spokesperson, Negotiating Team

For the Board:

By: _____
Member, Negotiating Team

By: _____
Member, Negotiating Team

CLARE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

By: _____
President

By: _____
MEA Uniserv Director
Spokesperson, Negotiating Team

For CESPA:

By: _____
Member, Negotiating Team

By: _____
Member, Negotiating Team

By: _____
Member, Negotiating Team

Carrie Bass

PROFESSIONAL GRIEVANCE REPORT

CESPA/CLARE PUBLIC SCHOOLS

Grievance No. - _____

School Building: _____

Bargaining Unit Member's Assignment: _____

Date cause of Grievance occurred: _____

Step I. Date Grievance was first presented to Building Principal or Supervisor: _____

Step II. Date of filing written Grievance: _____

STATEMENT OF GREIVANCE (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

_____

_____

_____

RELIEF SOUGHT

_____

_____

_____

_____ _____

Signature of Association Representative Date

_____ _____

Signature of Grievant Date

(Use space below for additional signatures if more than one grievant.)

(Step II.) PRINCIPAL (OR SUPERVISOR) AND OTHER ADMINSITRATOR'S DISPOSITION:

_____

_____

_____

_____ _____
Signature of Principal or Supervisor Date

_____ _____
Signature of Administrator Date
Appointed by Superintendent

(Step II.) ASSOCIATION'S DISPOSITION:

Satisfactory _____ Unsatisfactory _____

_____ _____
Signature of Association Representative Date

_____ _____
Signature of Association Rights and Date
Responsibilities Committee Member

Step III. Superintendent's Level

SUPERINTENDENT'S DISPOSITION:

_____

_____

_____

_____ _____
Signature of Superintendent Date

(Step III.) ASSOCIATION'S DISPOSITION:

Satisfactory _____ Unsatisfactory _____

_____ _____
Signature of Association Representative Date

_____ _____
Signature of Association Rights and Date
Responsibilities Committee Member

Step IV. Board of Education Level:

BOARD'S DISPOSITION:

_____

_____

_____

_____ _____
Signature of Board President or Designee Date

(Step III.) ASSOCIATION'S DISPOSITION:

Satisfactory _____ Unsatisfactory _____

_____ _____
Signature of Association Representative Date

_____ _____
Signature of Association Rights and Responsibilities Committee Member Date

CLARE PUBLIC SCHOOLS
201 E. State St.
Clare, MI 48617

November 17, 2025

Letter of Agreement:
Clare Board of Education & Clare Education Support Personnel Association

The current master agreement states the following:
19.0 The Board shall provide MESSA medical and ancillary insurance as listed and outlined (in the charts) for twelve (12) months for eligible bargaining unit members. Said MESSA plans will include options as follows:

PLAN C
MESSA ABC Plan 1 In network deductible
ABC Rx Prescription Drug Card....

PLAN D
MESSA Choices -$500/$1000 In network deductible
Saver Rx Prescription Drug Card....

Due to the elimination of the Saver Rx and ABC Rx by MESSA it is agreed by the Board of Education and the Clare Education Association that the aforementioned language shall be modified to the language below effective January 1, 2026 through June 30th, 2027.
19.0 The Board shall provide MESSA medical and ancillary insurance as listed and outlined (in the charts) for twelve (12) months for eligible bargaining unit members. Said MESSA plans will include options as follows:

PLAN C
MESSA ABC Plan 1 In network deductible
3-Tier Prescription coverage....

PLAN D
MESSA Choices -$500/$1000 In network deductible
3-Tier Prescription coverage....

Amy J. Burton — 11-19-2025
Amy Burton — Date
Clare Education Support Personnel Association President

11-17-25
Loren Cole — Date
Board of Education President

11-2025
Matthew Forsberg — Date
Superintendent

CLARE PUBLIC SCHOOLS
201 E. State St.
Clare, MI 48617

March 16, 2026

Letter of Agreement
Clare Board of Education & Clare Educational Support Personnel Association

The purpose of this letter of agreement is to fulfill the negotiation requirement for the distribution of 27L funds as allocated in the State of Michigan budget for fiscal year 2025-26.

This letter is a mutual understanding between the District and the Clare Educational Support Personnel Association that these funds were negotiated in accordance with 27L guidelines, and allocated equally among all district staff.

All funds allocated to the district under this line item shall be distributed equally to all employees in the district. Only those employees employed by the district on the day of the distribution (anticipated April 17, 2026) are eligible for payment. Employees who have been employed for less than the full 2025-26 school year or part time status will be paid on a prorated basis.

This letter of agreement is for the 2025-26 school year only, and is based solely on the State of Michigan allocation of 27L funds. If state funding is reduced, modified or withheld, distribution shall be adjusted proportionally. Payments under 27L are subject to all required withholdings.

Amy Burton — 3-19-2026
Amy Burton — Date
Clare Educational Support Personnel Association President

3-16-26
Jason MacDonald — Date
Board of Education President

3-17-26
Matthew Forsberg — Date
Superintendent