COLLECTIVE BARGAINING AGREEMENT

Board of Education of the School District of the
City of Flint

and

Service Employees International Union

Local 517M, Unit 150

August 20, 2025 through June 30, 2027

THIS AGREEMENT is entered into on August 20, 2025, by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT** (the "District") and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, UNIT 150** (the "Union") (collectively the "Parties").

PURPOSE AND INTENT: The general purpose and intent of this .Agreement is to set forth terms and conditions of employment of the District's employees covered under this Agreement and to promote orderly and peaceful relations for the mutual interests of the school children of the City of Flint, the District and its employees covered under this Agreement, and the Union.

WITNESSETH

WHEREAS, the District and the Union recognize and declare that providing a quality education for the students of the School District of the City of Flint is their mutual aim; and;

WHEREAS, the Parties have a mutual obligation, pursuant to the Michigan Public Employment Relations Act, as amended, MCL 423.201, et seq., ("PERA"), to bargain in good faith with respect to hours, wages, terms: and conditions of employment of Board personnel being fully described in Article I hereof; and;

WHEREAS, the Parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1- RECOGNITION

A. The District hereby recognizes the Union as the exclusive bargaining representative for all Paraprofessionals of the Board of Education of the City of Flint, but excluding all supervisory employees as defined by the Commission in the Consent Agreement of June 27, 1977, Case Nos. R77 D-232 and R77 D-225. The Board also recognizes the Union as the exclusive bargaining representative for those staff identified in the Consent Election dated March 18, 2008, Case Number R08 A-003.

B. Definitions

The terms "District" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "District" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

ARTICLE 2 - MEMBERSHIP

A. Any paraprofessionals employed by the District may make application for Union membership. Membership is not an employment requirement.

B. The District shall furnish the Union President, via e-mail, the name, address, and building placement of all employees identified in Article I(A) once per year, including, any newly hired paraprofessional whose position is included in the bargaining unit within two (2) weeks from the date of employment, and, on a monthly basis, a list of paraprofessionals who have retired, resigned, been reassigned, or terminated during that month.

C. The Union shall indemnify the District against any and all claims, demands, suits, or other forms of liability of any kind and nature that shall arise out of action taken by the District for the purposes of complying with provisions of this Article.

D. The Union agrees not to strike and the District agrees not to lock out any employee or employees during the term of this Agreement.

If any of the District bargaining units reach an agreement to include dues deduction language, then the same contract language will be incorporated into this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

A. Right to Union Representation. Representatives and other Union officials shall be permitted to engage in contract negotiations and the investigation/adjustment of grievances subject to the limitations set forth in this Agreement. The Union official shall provide advance notice of his/her absence via email to the building administrator or designee, or if appropriate, to his/her supervisor. The reporting procedure is not meant to diminish any rights under this Agreement.

Any representative having an individual grievance in connection with his/her own work may ask that another representative or Union official assist him/her in adjusting the grievance with his/her supervisor.

B. Union Representatives. The principal shall recognize the elected Union building representative as the official representative of the Union in the school. In pursuance of the individual's Union duties, the Union building representative shall not interfere with any paraprofessional who is engaged in a regular class, duty, conference, or other pertinent assignment. The Union building representative shall perform his/her duties without interference with his/her own job functions or the job functions of other employees or the operation of the District, and shall not leave his/her job to conduct his/her Union duties without first securing the permission of his/her immediate supervisor.

In all cases involving disciplinary action or discharge, Union representation shall be made available, in accordance with law, prior to such action, except in cases involving probationary employees.

Union Business/Access to Employees. The authorized representative(s) of the Union shall have the right to schedule union meetings in school building(s) before or after work hours, as determined by the District, and during lunch time of the employees involved. Use of school building(s) for purpose(s) other than union meetings shall be in accordance with applicable District policy and/or procedures. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises so long as the insignia or identification does not disrupt the climate of the instructional process.

Use of District Property to Communicate with Union Members. The Union maybe permitted use of a bulletin board(s) in each school building and other work location(s) for the posting of notices and other materials, provided that such information and material is identified with the organization's or the author's name. The Union may be allowed to distribute informational materials to its members on District property provided such informational material is identified with the organization's or the author's name, and does not interfere with building operations. The Union shall provide a copy of the notice or other materials to the building principal or appropriate supervisor and the Department of Human Resources.

Right to Visit Schools and Investigate Working Conditions. The District shall permit one designated Union representative to visit the school buildings to investigate working conditions, complaints or concerns, or for other purposes relating to the terms and conditions of this Agreement, provided that there shall be no interference with school functioning.

Right to Conduct Union Business Without Loss of Pay. Bargaining unit members shall suffer no loss in pay when members of the bargaining unit are mutually scheduled by the Parties to participate, during working hours, in Union conferences, meetings, or negotiations at the District's central administrative offices.

Union Activity/Business Leave. During the term of this Agreement, the District shall provide thirty-five (35) days each school year for the Union's elected officers or committee chairpersons for the purpose(s) attending local, state, or national Union meetings and conferences. The Union shall follow District policies and procedures governing leave(s) of absence. The Union shall notify the Department of Human Resources Executive Director or designee in writing ten (10) days in advance of the proposed absence or Union leave. Union Leave may not be used for grievance meetings, negotiations, arbitrations, or adversary legal or administrative proceedings involving the District. There shall be no deduction from salaries for days used under this provision. The Union shall provide written notification to the District annually of the elected offices and committee chairpersons.

C. Upon written request, the District agrees to provide the Union with information regarding the District's finances, adopted budgets, and such other pertinent information necessary for collective bargaining or grievance proceedings. The Union and the District may agree to meet with the Financial Committee of the Flint Board of Education, or such other District designated representatives to discuss such information.

D. The Union agrees to represent equally all bargaining unit employees without regard to membership or participation in or association with the activities of the Union or any other organization.

E. The provisions of the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, including but not limited to discrimination on account of sex, sexual orientation, age, race, national origin, disability, religious or political affiliation, and marital status, and without regard to membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent the District from establishing a mandatory retirement age as allowed by law. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents, or individuals as a condition of employment or continuation of employment.

F. The Union or its membership shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this Article.

ARTICLE 4 - BOARD RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. These rights include, but are not limited to, the following:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;

2. To hire all employees and, subject to the provisions of this Agreement and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees; and to decide the size of the work force, in compliance with PERA, the Revised School Code, and other applicable law;

3. To carry on an evaluation program and to evaluate the effectiveness of individual employee performance;

4. To adopt rules and regulations that are not in conflict with the terms of this Agreement;

5. To determine the qualifications of employees, including physical conditions;

6. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement; and

7. The Board shall determine all methods and means to carry out the operation of each school building, including automation.

8. To discharge employees for failure to comply with the requirements of MCL 380.1230g.

9. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment;

10. Nothing in this Agreement in any way shall prevent or limit the Board from participating in a cooperative educational program with any entity.

B. The Board shall not act in an arbitrary, capricious, or discriminatory manner in the conduct of its rights under this Article.

ARTICLE 5-COIMPENSATION AND FRINGE BENEFITS

A. Wage Scale. The wage scale attached as Appendix A will govern the duration of this Agreement.

B. Group Insurance - Health/Prescription/Dental/Optical/Life. Eligible employees shall receive family health, dental, optical, and life insurance as provided below. The selection of health insurance providers/carriers shall be within the sole discretion of the District. All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

1. Health Coverage.

   a. Eligibility. Eligible employees may elect to apply health insurance to himself/herself and dependents. Employees who work thirty (30) or more hours per week are eligible for health insurance benefits as provided below. Employees who work 20-30 hours per work week are eligible for health insurance benefits as provided below; however, the District's contribution toward such insurance will be one half (1/2) of the annual coverage limitations provided below, or the annual premium amount, whichever is less.

   b. The District will provide health insurance benefits to eligible Employees and their eligible dependents as identified in Appendix E.

      Effective January l, 2025, the Board's contribution to the Employee's medical benefit plan costs shall be no less than $7,718.26 for employees with single person coverage, $16, 141.28 for employees with two-person coverage, or $21 ,049.85 for employees with family coverage.

      Effective January l, 2026, the Board's contribution to the employee's medical benefit plan costs shall be no less than $7,942.09 for employees with single person coverage, $16,609.38 for employees with two-person coverage, or $21,660.30 for employees with family coverage.

      Effective January l, 2027, the Board's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single person coverage, employees with the two-person coverage and employees with family coverage.

      Employees will pay any premium contributions through payroll deductions pursuant to a Section 125 Plan adopted and administered by the District.

   c. Application. Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

   d. Prescription Co-Pay. The co-pay for generic equivalent prescription drugs will be ten dollars ($10) maximum per prescription; the co-pay for non-generic, preferred brand/non preferred brand prescription drugs will be forty dollars ($40) maximum per prescription or twenty percent (20%) coinsurance.

      Employees will have the option of utilizing a mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription service will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

   e. Emergency Room and Urgent Care Co-Pay. The emergency room co-pay/coinsurance for emergency care will be based upon the health insurance plan selected; Zero - Two Hundred Dollars ($200) per visit. The urgent care co- pay/coinsurance will be based upon the health insurance plan selected; Fifty Dollars ($50) maximum per visit.

   f. General. The District shall maintain a Section 125 plan for members of the bargaining unit.

2. Comparable Insurance. The Parties agree that, annually, they may select alternative health insurance coverage. The Parties shall meet at least sixty (60) days prior to the open enrollment period to review health insurance plan options.

3. No other employees shall be entitled to this coverage. No employee will be allowed to maintain coverage under more than one (l) health plan provided by the District.

4. The insurance benefits provided under this provision shall not be granted to any employee who is insured under any group or association hospitalization plan which is paid by any other employer or organization, or who is covered by a District provided insurance plan at the time of enrollment.

5. It is understood that the District, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

6. Benefit coverage will end for employees on a leave of absence when FMLA has been exhausted and they are no longer receiving a paycheck from the District. The last day of insurance coverage will be the last day of the month when both of these conditions exist.

7. For employees leaving the District, benefit coverage ends on the last day of the month in which they work their last day. Paid time off may not be used to extend the last day of work for benefit purposes.

8. Cash-in-Lieu. A full-time employee who is eligible and qualified to receive the insurance offered above may elect to receive "cash in lieu" of taking the insurance. The eligible and qualified employee who elects "cash in lieu" of insurance will be eligible to receive a maximum of $2,000 per year, payable in $500 quarterly installments on the first payday after the end of the quarter for which they are eligible for payment. In order to ensure that eligible employees comply with the cash-in-lieu provisions of the PPACA, the following conditions must be met:

    a. the employee voluntarily and in writing opts out of the available medical health care plan; and

    b. provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the PPACA.

    c. To be eligible to receive a quarterly payment, an employee must have been eligible and qualified for District-provided coverage and must have elected the cash in lieu option and been without District provided coverage for an entire quarter, before receiving a quarterly payment.

    d. Those eligible and qualified employees who elect "cash in lieu" may only elect insurance coverage for which they are eligible during the open enrollment period.

9. Dental Coverage. The District will provide, without cost, dental insurance to employees , who work at least thirty (30) hours per work week and at least one hundred ninety-three (193) days per school year. The dental coverage provided will be under the same terms and conditions as provided to the Service Employees International Union (SEIU) bargaining unit pursuant to the Collective Bargaining Agreement in place between the District and the SEIU.

All regularly employed full-time employees shall be ineligible for dental coverage from the District, if the employee, the employee's spouse, or the employee's dependents have dental coverage paid by any other source.

10. Vision Care Insurance. The District will provide, without cost, vision care insurance to bargaining unit members who work at least thirty (30) hours per work week and at least one hundred ninety-three (193) days per school year. The vision care coverage provided will be under the same terms and conditions as provided to the Service Employees International Union (SEIU) bargaining unit pursuant to the Collective Bargaining Agreement in place between the District and the SEIU.

    All regularly employed full-time employees shall be ineligible for vision care coverage from the District, if the employee, the employee's spouse, or the employee's dependents have vision care coverage paid by any other source. Employees with vision care insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.

11. Life Insurance. The District shall provide, without cost, to eligible full-time bargaining unit members, group term life insurance protection that shall pay to the bargaining unit member's designated beneficiary the sum of Twenty-Five Thousand Dollars ($25,000).

C. Long-Term Disability Insurance. The District will provide, without cost, long-term disability insurance to bargaining unit members who work at least thirty (30) hours per work week and at least one hundred ninety-three (193) days per school year. The policy will provide a ninety (90) working day elimination period; reimbursement of sixty percent (60%) of gross contractual salary, with a monthly cap of One Thousand Eight Hundred Dollars ($1,800); and benefit termination after two (2) years.

D. Longevity. A longevity allowance for employees regularly working thirty (30) or more hours per week will start after ten (10) continuous years of service and be paid in a single lump sum the first pay period each November as follows:

Continuous Years of Service	Lump Sum Amount
After the completion of 10 through 14 years	$394.00
After the completion of 14 through 19 years	$458.00
After the completion of 19 years	$521.00

Approved leaves of absence in Article 12 shall not break continuous service for the purpose of longevity allowance; however, such time on leave of absence shall not accrue for longevity allowance.

E. Mileage shall be paid for authorized travel at the rate established by the IRS.

F. All employees shall receive a minimum of two (2) hours pay when requested to report for work outside their assigned shifts, unless such work shall occur immediately preceding or immediately following their assigned shifts.

ARTICLE 6-JOB STATUS AND FUNCTION OF UNION OFFICERS

A. The bargaining unit representatives shall be divided into groups as follows:

- Three (3) representatives for all employees in all elementary schools;
- One (1) representative for all employees in all secondary schools;
- One (l) bilingual representative

B. The Union shall appoint representatives for each group. No representative, regardless of when selected, shall function as such until the Department of Human Resources has been notified in writing by the President of the local union or the Chairperson of the unit. Notice of the selection of representatives shall be given at the earliest possible date.

ARTICLE 7 - SALARY REGULATIONS

A. Regular Employment: An employee will receive one year of experience credit on the salary schedule for a school year in which the employee works at least one day more than 50% of the regularly scheduled work year, excluding holidays. Days covered by accumulated paid sick days, emergency days, and personal business days count toward the days worked. An earned year of experience credit will be effective the first day of the regularly scheduled work year in August.

B. An employee whose position is reclassified shall be paid at the same step and receive increments on the same dates as before reclassification. Each employee re-employed within a five-year period from the last date of employment by the Board of Education shall receive experience credit for all previous experience according to the procedure in Article 7A, provided he/she is re-employed in a position in the same grade or a lower grade than that of his/her previous employment.

ARTICLE 8 - WORKING YEAR WEEK AND HOURS

A. The District and the Union recognize the District traditional calendar will begin in the 2025-2026 school year and the balanced calendar will be phased out by the end of the 2024-2025 school year. Appendix D includes the paid holidays.

B. Full-time employees are those who, during the regular school year, work at least thirty (30) hours per work week (Monday through Friday) and work at least one hundred ninety-three (193) days per school year.

C. The working day shall consist of six (6) hours for employees on a thirty-hour (30) work week and eight (8) hours for employees on a forty-hour (40) work week, exclusive of lunch period. Any variation of the above must be approved by the Executive Director of Human Resources. Work schedules for less than thirty (30) hours per work week must have the approval of his/her supervisor and the Executive Director of Human Resources or his/her designee.

D. Paraprofessionals who work at least thirty (30) hours per work week shall be compensated for all District designated and published paid school holidays (Appendix D). Employees shall be paid at their regular rate for the number of hours they would have worked.

E. All hours worked in excess of forty (40) hours in the standard work week, shall be paid at the rate of one and one-half (1 ½) times the basic hourly rate.

F. The District will not regularly expect employees to work in excess of the standard work week. A work week will be defined as Monday-Friday and employees will work up to eight (8) hours per day.

G. Employee attendance at parent-teacher affairs or Open Houses outside of normal work hours shall be voluntary. In the absence of the classroom teacher, the principal shall not request the attendance of the employee at such meetings.

H. Employees required to attend staff or learning community meetings shall be paid at their regular daily rates, or the overtime rate, if applicable. All employees shall be entitled to a daily lunch period of at least thirty (30) minutes duration. The time of such lunch period shall be established by supervision but shall be as near the midpoint of the shift as possible.

I. Full-time employees working six (6) hours or more per day shall be granted two fifteen-minute breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the work day. The time of each break shall be scheduled by a supervisor, but shall be as near the midpoint in the first and second half of the work day as possible. Employees shall not be granted compensation time or overtime pay for breaks or lunch periods if not taken.

ARTICLE 9 - WORK LOADS AND ASSIGNMENTS

A. Upon request, written job descriptions will be made available to any employee from the Department of Human Resources to define his/her responsibilities, and to facilitate the performance of his/her duties. The Board reserves the right to change workloads and job descriptions from time to time after consultation with the Union.

Effective with the ratification of this Agreement, the Parties agree that all LSS paraprofessionals who agree to do toileting and diapering of students as a part of their job responsibilities will receive One Hundred Fifty Dollars and 00/100 ($150) per semester for fulfilling these additional job duties. This stipend sunsets at the expiration of the agreement. LSS paraprofessionals hired on or after ratification of this Agreement will do toileting and diapering of students as a part of their job responsibilities without additional compensation.

B. Emergency Substitute Teacher Assignment. When the regular procedure for attaining substitute teachers has been exhausted, paraprofessionals may be needed as emergency substitute teachers in their building. No paraprofessional shall be mandated to serve as an emergency substitute teacher. Paraprofessionals who accept such assignments shall do so voluntarily. The following procedure will be followed before paraprofessionals are considered to serve as an emergency substitute:

- No certified and/or qualified teachers are available for coverage
- No substitute teachers are available for coverage.

C. The parties agree that there are times in which a paraprofessional may be needed to cover a class period, as a teacher, for a given time period in the day or all day, but at no time will this extend beyond the

support staff member's regular scheduled shift without their consent. The parties agree that Michigan law requires any substitute teacher to hold a valid substitute teacher permit. For any paraprofessional that agrees to serve as a substitute teacher and is deemed eligible by the State of Michigan, the District will pay for the costs associated with obtaining a substitute teaching permit for the given year. If the paraprofessional has acquired a substitute teaching permit or has been otherwise authorized by MDE to serve as a teacher in a classroom, then the paraprofessional will be paid at the substitute teacher rate for that day.

D. If the paraprofessional covers a classroom due to an emergency and the paraprofessional does not have certification or is not otherwise authorized to serve in this capacity, the District will pay Forty Dollars ($40) per day in addition to their regular rate for elementary school emergency substitution services and Fifty Dollars ($50.00) per day in addition to their regular rate for middle and high school emergency substitution services.

E. Paraprofessionals will not be assigned to supervise students unless there is meaningful direction and supervision of a classroom teacher.

Special Education Services. When the student or students assigned to a one-on-one paraprofessional is absent, the paraprofessional will receive his/her assignment for that day from the building principal. It is agreed that the assigned duties will be within the scope of a paraprofessional in the special education program. Classroom special education paraprofessionals who are not one-on-one may not be required to work with a child where that child needs to be separated from other children for behavioral reasons for extended periods.

Student Support. When the assigned students are not in attendance, the paraprofessional will be assigned duties in the appropriate program, as set forth below, after the 1st day or upon prior notice of the absence of student.

1. At the building level if program services are needed.
2. At the nearest building in the zone where program services are needed.
3. When all other options have been exhausted, the District may assign a paraprofessional where services are needed.

F. In making any assignment above, the building administrator, or special education administrator, will consider the length of the assignment, the needs of the program, and any special circumstances of the paraprofessional. However, the overriding factors will be the needs of the students and compliance with the applicable laws and regulations.

ARTICLE 10 - LEARNING SUPPORT SERVICES STIPEND

A stipend of three hundred seventy-five dollars ($375.00) for each semester will be provided to all LSS bargaining unit employees by the first full pay period in December and by the first full pay period in June beginning with the 2025-2026 school year. This stipend will sunset at the expiration of the agreement.

ARTICLE 11 - VACANCIES AND TRANSFERS

A. When a position becomes vacant or new programs are established which require the services of paraprofessionals, the position will be posted internally and externally for at least five (5) work days. All internal candidates will be given consideration before any external candidates are considered.

B. Any vacancy may be filled on a temporary basis for a period not to exceed twenty-three (23) working days. This period may be extended by mutual agreement of the Parties.

C. Job postings are available on the District's website. A copy of the posting may be requested from the Department of Human Resources.

D. Transfers and changes of assignment shall be a voluntary basis whenever possible. However, the District and the Union realize that some transfers will be necessary for administrative purposes and will not be arbitrary or capricious. Such transfers shall be made upon the recommendation of the Executive Director of Human Resources or his/her designee after discussions of the transfer with the Union.

1. Employees will be given two (2) weeks' notice of involuntary transfer, and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow.

2. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.

E. Applications to fill any vacancy or transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:

1. Each applicant shall fully complete a vacancy, transfer or promotion form provided by the District;

2. All blanks on the back of the vacancy or transfer form shall be properly and completely filled in; and

3. The employee shall submit the vacancy or transfer form to the Department of Human Resources prior to the deadline fixed for submitting applications.

The employee's right to be considered for such a vacancy or transfer will terminate upon the opening of school in the succeeding year. All requests to fill a vacancy or transfer that have not been effectuated by the end of the school year shall become void and must be renewed the following year.

F. Vacancies shall be filled from the employees applying for such positions, provided the employee has the ability to perform all of the duties and meet all of the requirements of the position, as set forth in the job description.

1. The District will consider the employee's job-related education, related job experience, skills, performance evaluations, length of time in the bargaining unit, attendance record, and interview results in filling vacancies.

2. If two or more employees apply for a vacant position and all of the above factors are equal, seniority shall be the determining factor.

3. The decision of the District as to the filling of such vacancies shall be final provided the criteria set forth above shall not be applied arbitrarily or capriciously.

4. "Service," for purposes of this Agreement, shall mean uninterrupted employment by the District.

5. Once an employee has successfully bid on a position and been awarded the bid, they are unable to bid on other positions for the remainder of the school year and must remain in that position for the balance of the school year.

G. Any employee approved for change of position shall be transferred within (2 weeks after being appointed to the position.

1. The Executive Director of Human Resources or his/her designee may extend the above time for an added thirty (30) days in order to meet the needs of the school system after consultation with the Union.

2. In the event the applicant is not placed in the new position within the above two (2) week period, the employee shall, upon the conclusion of said period, begin receiving a wage rate equivalent to the rate of pay of the position to which the employee is to be transferred.

ARTICLE 12 - SUMMER EMPLOYMENT AND PROFESSIONAL DEVELOPMENT OPTIONS

A. Summer Employment.

1. The District and Union agree that the District will continue in its practice of establishing the wage schedule for employees who are selected for summer positions. Employees selected will be compensated in accordance with the hourly rate schedule for the school year most recently concluded in the instance of work performed prior to June 30 and, subsequently will be compensated in accordance with the following year's hourly rate schedule for work performed after July l.

2. The Department of Human Resources will notify the Union President or Unit Chairperson of summer employment by June l. Sign-up sheets will be made available online or placed in the Department of Human Resources for bargaining unit members interested in summer employment.

3. The District has the sole discretion in choosing which employees are assigned summer employment.

B. For the 2024-25 school year only, professional development opportunities will be offered on a first come, first serve basis. Beginning in the 2025-26 school year, the District will transition to the traditional calendar.

ARTICLE 13- PAID SICK DAYS

A. Sick leave shall be granted annually to paraprofessional employees of the District, as follows:

1. Employees who work at least thirty (30) hours per work week and work at least one hundred ninety-three (193) days per school year will be granted ten (10) sick days.

2. Employees who work at least twenty (20) but less than thirty (30) hours per work week and work at least one hundred ninety-three (193) days per school year will be granted five (5) sick days.

3. A sick or emergency day is equal to the number of hours the employee is regularly scheduled to work in one day.

B. Sick days shall be credited to each employee on or before the first day employees report for the school year, except for first year employees who shall accrue sick days as follows:

1. Employees who work at least thirty (30) hours per work week and work at least one hundred ninety-three (193) days per school year accrue one (1) sick day for each of the ten (10) months of the school year. Employees who work at least twenty (20) but less than thirty (30) hours per work week and work at least one hundred ninety-three (193) days per school year will accrue 1/2 a sick day for each of the ten (10) months of the school year.

C. Employees working less than twenty (20) hours per work week, and those working fewer than one hundred ninety-three (193) days per school year shall not be eligible for sick or emergency days.

D. Unused sick leave days will not be accumulated indefinitely.

E. Accumulated sick leave days may be used for personal illness.

F. Sick days may be used for an emergency subject to approval by the employee's supervisor or Human Resources Director.

G. Upon an employee’s return to work after an illness of more than five (5) work days duration, the employee will submit a Doctor's Verification of Illness or Disability Form confirming fitness to return to work.

1. If District administrators believe an employee is inappropriately using illness as an excuse for an absence, the District may require an employee to submit a Doctor's Verification of Illness or Disability Form for absences of any duration.

2. Before an employee is required to submit a Doctor's Verification of Illness or Disability Form for suspected abuse of leave days, the employee shall first be counseled by the employee's supervisor and/or in association with the Department of Human Resources regarding appropriate sick day usage.

H. In the event an employee has used more sick leave days than have been accumulated on a pro rata basis, the value of the excess paid-for leave days shall be deducted from the last paycheck due to the employee at the time of the interruption, or the employee's future sick leave.

I. No employee shall forfeit accumulated sick leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick leave while on leave of absence. Sick leave days accumulated previous to a leave of absence shall be credited upon return.

J. On the date that an employee's resignation becomes effective, all accumulated sick leave shall be automatically terminated, except as herein otherwise provided.

1. Bereavement Leave: In the case of death in his or her immediate family, an employee shall receive up to three (3) additional work days off with pay, not to be charged to sick or personal leave.

2. Immediate family shall be interpreted to mean: spouse, father, mother, sibling, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

3. No more than one (l) work day shall be allowed for each catastrophe and accident(s) not involving personal injuries. Up to five work days shall be allowed for fire, flood, or tornado.

4. The following emergency leaves shall be paid, not to be charged to sick or personal leave, only upon written approval of the Director of Human Resources.

5. Bereavement leave for persons other than listed in Section J(3)(b), above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had a close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.

6. Other hardship emergencies not defined in this Article.

K. Inclement Weather and Emergency Closure(s). The Parties agree that inclement weather shall be defined as the existence of abnormal climatic conditions (e.g., severe rain, hail, excessive snow, extreme cold, high wind, extreme high temperature or the like) by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather. Emergencies are defined as any non-weather-related closure of the employee's work location. Employees' sick leave accrual will not be deducted when the employee's work location is closed for inclement weather or an emergency, unless pursuant to Section K(2), below.

1. Employees will, in the event schools are closed resultant from a snow or similar weather related emergency, be exempt from reporting to work and will be paid for up to five (5) work days of said emergency(ies), not to exceed five (5) work days in total per school year.

2. In the event schools are closed resultant from inclement weather or an emergency in excess of five (5) work days in a school year, employees may use accrued sick days or take the day without pay. In the event schools are closed due to inclement weather, the District may utilize all inclement weather days as permitted by the State Aid Act.

3. Bargaining unit members working one hundred ninety-three (193) work days or less per school year shall not report to work or be paid in the event schools are closed resulting from inclement weather or an emergency. Bargaining unit members working one hundred ninety-three (193) days or less shall not have their school year diminished or increased as a result of schools being closed pursuant to this provision.

L. Paid Personal Business Leave. Two (2) days of paid personal business leave per school year shall be granted annually to all full-time regularly employed employees.

1. Employees regularly scheduled to work at least twenty (20) but less than thirty (30) hours per work week will be allowed to utilize two (2) days equivalent to the employee's regularly scheduled

workday for personal business leave purposes. Substitute or part time employees working less than twenty (20) hours per work week will not be eligible for personal business leave days.

2. Personal business leave days are provided for legitimate business, professional and family obligations an employee regularly encounters which cannot be met outside the regular workday. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions. The provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.

3. Applications for personal business leave shall except in emergencies, be made to the employee's immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board. As long as personal business leave is consistent with the purposes of these paragraphs, it shall be granted. Requests made outside the terms of these paragraphs but within the spirit of these paragraphs may be granted. Employees taking personal business leave, except as stipulated in these paragraphs, shall be subject to discipline.

4. Personal business leave may not be taken on the first day of school, on the first working day preceding or following a non-work day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season, or on days when final examinations are scheduled, except that personal business leave may be taken on such restricted days if an employee has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the employee, real estate transaction, and other legitimate business on such restricted days, provided that the employee shall, prior thereto, furnish proof of such business to his/her immediate supervisor.

5. Such days shall not be deducted from accumulated sick leave days; however, unused personal business leave shall be added annually to an employee's sick day accumulation.

M. Employees will be allowed paid sick leave in accordance with law — including the Michigan Earned Sick Time Act ("ESTA") when it goes into effect. Sick leave may be used for any reason as stated in the ESTA If the Paid Medical Leave Act ("PMLA") applies, sick leave may also be used for any PMLA reason. Employee shall not receive any additional compensation in lieu of use of the paid sick leave days.

ARTICLE 14- LEAVE OF ABSENCE

A. FMLA.

1. Any employee who qualifies for Family Medical Leave under the Family and Medical Leave Act (FMLA) may exercise any and all rights set forth in the Act. Employees who take FMLA leave may be required to repay health care premiums to the District if the employee fails to return to work as provided by the FMLA and the regulations thereunder.

2. Employees who have twelve (12) months of consecutive employment and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to commencement of the leave are eligible for FMLA.

3. In accordance with federal regulations. FMLA leaves may be requested for one of the following reasons:

   a. The birth and care of the employee's newborn child;

   b. The placement of a child for adoption or foster care with the employee;

   c. The care of an immediate family member (spouse, child, or parent) with a serious health condition;

   d. The inability of the employee to work because of a serious health condition; or

   e. The care of an immediate family member (spouse, child, parent, or next of kin) who has incurred a serious injury or illness in the line of duty while on active duty in the regular Armed Forces, National Guard, or Reserves.

4. Under some circumstances, employees may take FMLA leave intermittently for serious health conditions. If an employee requests a leave of absence for any FMLA-qualifying reason, the approved leave of absence will be applied toward FMLA entitlements. FMLA leave may run concurrently with other paid leave.

5. Eligible employees are entitled to up to twelve (12) or twenty-six (26) work weeks of unpaid leave, depending on the type of leave, during a rolling twelve (12) month period.

B. Jury-Duty and Court Service

Jury duty and court service days will be days with pay and shall not be charged to the employee's sick and emergency leave.

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, and upon providing proper notice to the employee's immediate supervisor, shall be paid by the Board an amount equal to the difference between the amount of the wages the employee would otherwise have earned by working during regularly scheduled hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which he/she would otherwise have been scheduled to work for the Board. Such leaves shall not be charged against the employee's sick and emergency leave allowance. The employee shall, upon demand, submit proof of such service and the amount of pay therefor. An employee is required to report to work any day in which he/she has not been requested to report for jury duty service or has been excused from jury duty service with more than three (3) hours remaining of his/her scheduled shift.

C. Compensable Illness and Injuries

All employees in the bargaining unit are covered by the Michigan Workers' Compensation Act. The compensation provided therein shall be the only compensation paid to employees entitled to compensation thereunder; provided that any employee may elect to charge lost wages not covered by

Workers' Compensation against his/her unused sick and emergency leave to the extent thereof. Payments to employees under this paragraph shall not exceed the employee's regular scheduled daily wage.

D. Leaves of Absence Without Pay. Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to study, union, health, parental, military, religious, and personal leaves. Leaves for any reason shall be granted only after completion of the probationary service with the District and shall be subject to the following general regulations:

1. Union Leave. An unpaid leave of absence for the purpose of holding union office at the local, state, or national level may be granted for a period of up to three (3) years upon submission of a written application to the Office of Human Resources thirty (30) days prior to the effective date of said leave.

   Union officials may be granted an unpaid leave of absence for attendance at state or national conventions and/or conferences, not to exceed a total of ten (10) days per year upon written request submitted at least five (5) days in advance to the Office of Human Resources

   Not more than four (4) employees shall be absent on union leave at any one time.

2. Health Leave. When an employee is ill and has used all of his/her earned sick and emergency leave, FMLA, and PMLA, the employee may be placed on leave of absence for the duration of illness not to exceed six (6) months.

   a. In no event will an employee's position be protected, without posting, unless mutually extended by the Parties or required by law, for longer than ninety (90) calendar days beyond the date that the employee's sick and emergency leave days and vacation allowance would have held the position if the employee had used the days, according to his/her regularly scheduled working days on a day-to-day basis, once during the term of this Agreement.

   b. The employee must submit a Doctor's Verification of Illness or Disability Form, indicating disability and approximate duration of absence to the Department of Human Resources.

   c. Exceptions to this paragraph must have the approval of the Executive Director of Human Resources. The Department of Human Resources will contact the Union President or Unit Chairperson prior to the ninety (90) days to determine if an extension is necessary. The District will notify employees thirty (30) days prior to expiration of their leave, that their employment will be terminated unless they request, and receive, an extension by special action of the Board.

If a vacancy exists, employees absent for work on health leave whose positions are no longer protected, shall be returned to work within thirty (30) calendar days of providing written notice of ability to return to work to the Department of Human Resources accompanied by a Doctor's Verification of Illness Form (Appendix E) releasing the employee to return to work. If no vacancy exists, the employee will be placed on the recall list.

3. Voluntary Leave. If an Employee does not qualify for FMLA or PMLA, the Employee may request a voluntary leave without pay subject to the approval of the District.

4. Military Leave. A leave of absence, without pay, for the purpose of governmental military service will be granted in accordance with any applicable state or federal statutes upon reasonable

notification to District. The right to a leave of absence shall be consistent with the Uniformed Services Employment and Reemployment Rights Act.

5. Personal Leave. Employees may be granted a personal leave of up to one (l) full school year. The employee on such a leave will not be entitled to return to the employment until the expiration of the leave.

    a. All applications for personal leave shall be made no less than thirty (30) calendar days prior to the proposed start date of the leave. Leaves under this category may be granted only upon employee's written application to the Department of Human Resources and on approval of the employee's building supervisor, appropriate division head, and the Executive Director of Human Resources.

    b. During such leave the employee will not accrue seniority.

    c. An employee will only be allowed one (l) such leave while employed by the Board of Education.

    d. An employee will not be entitled to Group Life Insurance, Group Hospitalization, Disability Insurance or any other Fringe Benefits during such leave.

    e. If an employee fails to return to work within ten (10) days after expiration of their leave, their employment with the Board of Education may be terminated.

    f. All applications for personal leave shall be made no less than thirty (30) calendar days prior to the proposed start date of the leave.

E. Returning from Leave of Absence No employee shall be entitled to reemployment after having used all of his/her accrued sick leave, except as otherwise provided herein. All such employees shall, however, be given consideration for employment in a position for which the individual is qualified.

F. Miscellaneous

1. Except for military service, employees on leave of absence shall not receive years of service credit toward salary increments for the period of the leave. An experience increment may be recommended by division heads, subject to approval by the Executive Director of Human Resources, for employees who are on an approved leave for study.

2. Except in emergency situations, an employee desiring a leave of absence shall make the written request to the Department of Human Resources at least thirty (30) calendar days prior to the beginning of the period for which the leave is requested.

3. The first leave of absence granted shall not exceed a six-month period but may be extended by the Board for two (2) additional six-month periods. Such leaves shall not be extended beyond eighteen (18) months except by special action by the Board.

4. An employee on leave for at least six (6) months shall be required to notify the Department of Human Resources, in writing, not less than thirty (30) days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.

5. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.

6. Employer provided benefits will terminate on the last day of the month of the expiration of an approved FMLA leave.

ARTICLE 15 - RESIGNATION AND RETIREMENT

A. Resignation

1. All employees shall give written notice of intention to resign at least two (2) weeks prior to the effective date thereof. Such notice shall be filed in the Department of Human Resources.

2. Any employee who fails to give the two (2) weeks written notice may not be reemployed by the District. Exception to this may be made by the Executive Director of Human Resources.

3. Any employee who resigns forfeits all benefits granted by this Agreement, except otherwise provided or required by law.

B. Retirement

1. All employees who retire at any time, if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act, shall be entitled to be paid for their accrued and unused sick and emergency leave allowance as follows:

   a. 1 to 60 days inclusive: full daily rate

   b. 60 to 120 days inclusive: one-half daily rate

All unused sick and emergency leave in excess of 120 days shall be forfeited.

ARTICLE 16- SENIORITY

A. Definitions

1. "Hire date" is the date on which an employee began working in a bargaining unit position.

2. "Seniority date" is the hire date adjusted forward for days not worked and not paid, except if on an approved military or FMLA leave.

B. Probationary Employees. All regular employees shall be on probation for the first ninety (90) working days of their employment. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason, except for program termination must, on reemployment, serve another period of probation. All employees whose employment is terminated because of program termination and who have accrued at least sixty (60) working days of satisfactory service in the former position shall serve a sixty (60) working day probationary period.

C. All system seniority acquired and credited to any employee prior to the date of this Agreement shall be retained.

D. An employee shall lose system seniority if their employment is terminated for any of the following reasons:

1. Voluntarily quits or retires;

2. Is discharged;

3. Absents himself/herself from work without notice for three (3) consecutive working days;

4. Fails to return from approved leaves of absence on or before the appointed time, including recall from layoff;

5. Accepts other employment during leaves of absence, unless specifically provided for by this Agreement;

6. Falsifies pertinent information on his/her application for employment or other employment records; or

7. Where settlement with the employee has been made for total disability.

E. Seniority List.

1. A seniority list(s) shall be prepared as soon as possible after the date of this Agreement, and such seniority list(s) shall be revised every year thereafter. A copy of such seniority list shall be given to the Union President. Each seniority list shall include the system seniority of each employee.

2. The Union may challenge the accuracy of the seniority reported for any bargaining unit employee within sixty (60) days of receiving the seniority list from the District. If the accuracy of the seniority list is not challenged within 60 days following receipt by the Union President, the seniority list shall be conclusively presumed to be correct.

ARTICLE 17 - REDUCTION IN FORCE

A. Definitions

1. Category, as used in this Article, is defined as the configuration of positions by function as set forth in Appendix C of this Agreement.

2. Position, as used in this Article, refers to each job title and number of hours regularly scheduled to work.

B. Layoff. When possible, any employee who is laid off because of a reduction in staff shall be notified, in writing, at least two weeks prior to layoff by the Executive Director of Human Resources or his/her designee.

C. When the District makes any necessary reduction in personnel, it will discuss with the Union the necessity for, and the effects of, such a reduction. The decision of the District with respect to reductions in personnel shall be final, subject to the provisions of this Article.

D. In an instance of reduction in force, the District shall determine the position(s) to be reduced as follows:

1. Probationary employee(s) in the reduced position will be laid off first, beginning with the employee with the most recent seniority date; and then

2. Non-probationary employee(s) in the position will be laid off in reverse order of seniority, with employees with the most recent seniority date laid off first.

E. Bumping. Pursuant to the following conditions a non-probationary employee who works at least twenty (20) hours per week may, instead of being laid off, displace another bargaining unit member.

1. Category Bumping. A non-probationary employee, who works at least twenty (20) hours per week, identified for layoff may bump the least senior employee in his/her category (See Appendix C) so long as:

   a. The bumping employee has more seniority than the employee being displaced,

   b. The bumping employee is regularly scheduled to work equivalent or greater hours per week than the displaced employee, and

   c. The bumping employee is qualified, in the District's discretion, to perform the job duties of the displaced employee.

2. Bargaining Unit Bumping. Employees identified for layoff who are unable to bump within category, may displace the least senior employee in the bargaining unit so long as:

   a. The bumping employee has more seniority than the employee being displaced,

   b. The bumping employee is regularly scheduled to work equivalent or greater hours per week than the displaced employee, and

   c. The bumping employee is qualified, in the District's discretion, to perform the job duties of the displaced employee.

F. Recall.

1. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for two (2) years, or the length of his/her total seniority, whichever is shorter.

2. Employees on the recall list will be recalled in reverse order of their layoff to vacancies in their most recently held position.

3. Employees on a recall list will be notified of a vacancy in his/her former category and are entitled to return to that vacancy if he/she is qualified, in the District's discretion, to fill that position.

4. No position shall be filled, except on a temporary basis, while employees entitled to return to a vacant position remain on layoff.

G. Employees on a recall list will be notified of any vacancy in the bargaining unit and, upon request, may be interviewed for that vacancy. The District may, at its sole discretion, waive the interview process.

H. An employee who returns to a bargaining unit position from the recall list will not lose any previously accrued seniority pursuant to Article 16. An employee on the recall list who does not return to a bargaining unit position within two (2) years is discharged.

I. Notice of recall or vacancies shall be sent to the employee at his/her email address or last known mailing address as recorded with the Department of Human Resources, by certified mail, return receipt requested. Employees are responsible for updating the Department of Human Resources, in writing, of any change in address and a failure to respond or return to work will not be excused for his/her failure to report a change in address.

1. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated his/her employment.

2. If the employee is notified of a vacancy for which he/she may return to, or may interview for, he/she must contact the Department of Human Resources within five (5) working days from the date of receipt of the notice. If the employee fails to respond within five (5) working days of receiving notice of the vacancy, he/she will not be considered for the position and will remain on the recall list pursuant to the provisions of this Article.

ARTICLE 18- DISCIPLINE OF EMPLOYEES

A. The District may adopt rules and regulations not in conflict with the terms of this Agreement concerning discipline of employees. Discipline may be progressive in nature but may also be issued at any level based on the seriousness of the offense. "Discipline" shall be defined as an oral warning, written reprimand, suspension, and/or discharge.

B. Employees shall not be disciplined without just cause. The employee must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause includes, but is not limited to:

1. Incompetence;

2. Violation of the reasonable rules and regulations adopted by the Board;

3. Moral misconduct; and/or

4. Any violation of the terms of this Agreement.

C. Probationary employees who are discharged pursuant to this Article may have the benefit of hearings at all levels of the grievance procedure except Level 4, binding arbitration discussed in Article 21 of this Agreement.

D. It is recognized by the District and the Union that the immediate supervisor, as designated by the District, may issue warnings and reprimands to employees. The accumulation of such reports may lead to dismissal.

E. Copies of warnings and reprimands will be distributed to the Department of Human Resources, the employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. In addition, incidents which may accumulate within a given period of time, may lead to suspension and dismissal.

F. Written reprimands issued for disciplinary offenses will remain in effect for a period of three (3) years. At the end of any three (3) period, during which the employee has had a record clear of any other reports, all reports for disciplinary offenses shall be removed from the employee's personnel record and returned to the employee upon the employee's written request.

G. All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) is exempt from the removal provisions of this Agreement.

H. Investigation of employees will take place as soon as practicable.

ARTICLE 19 -NEGOTIATION PROCEDURES

A. The District and Union agree to begin negotiations at least three (3) months prior to the expiration (or reopener) of this Agreement. The District agrees to begin negotiations with the Union concerning a successor Agreement in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the District and the Union.

B. In any negotiations described in this Agreement, neither party shall have control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without 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 Union present at the ratification meeting.

C. This Agreement incorporates the entire understanding of the Parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

D. In the event the negotiations described in paragraph A above reach an impasse, the procedure described in PERA, as amended from time to time, shall be followed when requested by either party.

ARTICLE 20 - WORKING CONDITIONS AND SAFETY

A. The District agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

B. Safety Devices

The District agrees to provide at its own cost, where necessary, such safety devices as may be determined to be necessary by the Safety Committee.

ARTICLE 21- GRIEVANCE PROCEDURE

A. Purpose. The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

B. Definitions

1. A grievance is a claim by one or more employees of improper application or interpretation of this Agreement, specifying the part of the Agreement which is claimed to be violated.

2. A "grievant" shall be defined as an individual employee, a group of employees, or the Union filing a grievance on behalf of the employee(s).

3. The term "days" when used in this Article shall mean working days. "Summer Days" shall be defined as any day that the District's central office is open after the school year concludes.

C. Representation

1. Nothing contained herein shall be construed to prevent employee(s) from presenting a grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at such adjustment.

2. Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.

3. Any employee may be represented by his or her area representative or, when unavailable, another representative within the Unit, as designated by the Union, at Level One and/or Level Two of this procedure.

4. The District's Appeal Committee (DAC) at Level Three shall consist of the Superintendent or his/her designee and Executive Director of Human Resources or his/her designee(s).

D. Procedure

The number of days indicated at each level below should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of the authorized representatives of each party.

1. Level One

    a. An employee having a concern shall first take the concern up with his/her building principal or administrator.

    b. If the concern is not settled between the employee his/her building principal, supervisor or administrator, the employee may request a Union representative to handle the grievance. The supervisor shall not discuss the matter with the employee until the Union representative is present.

    c. In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within thirty (30) days after the occurrence of the events giving rise to the grievance. The supervisor and the aggrieved employee and/or his/her Union representative shall meet within ten (10) working or summer days immediately following the signing of the grievance and attempt to adjust the grievance. Within two (2) working or summer days after such meeting the supervisor shall give an answer to the grievance in writing, two (2) copies of which shall be given to the Union, and a copy of which shall be attached to the supervisor's copy of the grievance form. If no written response is timely provided, the grievance is deemed denied and advanced to Level Two.

2. Level Two

    If the concern is not settled informally at Level One, the employee and/or his/her representative may, within three (3) days, file a written grievance with the building principal or administrator. The building principal or administrator shall give his/her answer to the grievance within five (5) working days after receipt of the grievance. The answer to the grievance must be in writing and provided to the Union. The answer shall set forth the relative information used in arriving at his/her decision.

3. Level Three

    Within three (3) working or summer days following receipt of the Level Two response, the Union will notify the Executive Director of Human Resources or his/her designee if the employee intends to appeal the grievance. The DAC and Union shall meet at the earliest possible date to discuss the grievance. Within ten (10) working or summer days after the notice of appeal has been heard, the Department of Human Resources shall give its answer to the grievance in writing. If the DAC does not provide a written Level Three answer to the Union within ten (10) working or summer days after the meeting, the grievance is deemed denied and advanced to Level IV.

4. Level Four

    a. Arbitration. Within ten (10) working or summer days of receipt of the answer at Level Three or within ten (10) working or summer days after the meeting if the DAC does not provide written answer, the Union may, by written notice to the Executive Director of Human Resources, request that the matter be submitted to arbitration. Such a request shall

not include more than one grievance unless the issues in the request for arbitration are directly related, or the Parties mutually agree to the contrary.

b. The Parties will select an arbitrator from its agreed panel of four (4) arbitrators. The selection of an arbitrator will be as provided in the Memorandum of Understanding executed by the Parties. Each member of the panel will be used before a new rotation occurs. The Parties will, from time to time, review the panel and may mutually agree to change the panel membership.

c. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

i) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ii) The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.

iii) The Union and the District shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.

d. Both Parties agree to be bound by the award of the arbitrator and agree that judgments thereon may be entered in any court of competent jurisdiction. .

e. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

f. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal subjects of bargaining.

If the grievance concerns matter not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the Parties without having rendered a decision.

The decision of the arbitrator shall be final and binding on all Parties, and they hereby agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the District and the Union.

5. In accordance with PERA and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

6. The arbitration hearing shall be held at District facilities.

E. Time Limits on Filing an Appeal

Any grievance not appealed by the Union or aggrieved employee within three (3) working days after receipt of written answers at Levels One and Two, and within ten (10) working days at Level Three, shall be considered settled on the basis of the last disposition by supervision. If an answer is not received within the

time limits set forth above, an appeal may be processed to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.

F. It is understood that any charge filed by the Union and/or an employee with a governmental agency such as, but not limited to, the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission shall not be subject to arbitration under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any arbitration award where the employee or Union files with said governmental agency or agencies on a subject or issue previously determined by arbitration within a twelve (12) month period.

G. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

H. Any alleged grievance occurring during the period between the termination date of this Agreement, unless extended by mutual agreement of the Parties, and the effective date of a successor Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the ratification date of the successor Agreement shall not be processed under the successor Agreement.

I. No grievance shall be filed by any employee more than seven (7) calendar days after the effective date of his/her resignation as determined by the employee's notice of resignation.

ARTICLE 22 - JOINT LABOR-MANAGEMENT COMMITTEE

A. The Parties agree that a Joint Labor-Management Committee (Committee) shall be formed and shall continue to operate during the term of this Agreement.

B. The Committee shall consist of three (3) employees appointed by the Union and three (3) persons appointed by the District. A quorum for a meeting of the Committee shall be six (6) people.

C. The Committee shall meet on a bi-monthly basis unless otherwise agreed to by the parties. Either the District or Union may send representatives by proxy. Either party, at its discretion, may request additional meetings beyond the regularly scheduled meetings.

ARTICLE 23 - MISCELLANEOUS

A. Notices

1. All notices required to be given by this Agreement shall be sufficient if mailed to the District by ordinary US mail addressed to Superintendent of Schools at 923 East Kearsley Street, Flint, Michigan 48503, or to such other address as the District shall direct in writing.

   All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary US mail, addressed to 836 Centennial Way, Suite 150, Lansing, Michigan 48917, or to such other address as the Union shall direct in writing.

   All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in District's Department of Human Resources.

2. It shall be the responsibility of employees to notify the Department of Human Resources and their immediate supervisor(s) of any change of mailing address, email address, and phone number within ten

(10) days of such change. If the employee does not do this, the District's obligation is fulfilled and shall not be a factor in a grievance.

B. This Agreement will be made available electronically to all current and future employees via the District's website.

C. Any case of assault on an employee during work hours shall be promptly reported to the District. The District shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities. If a final decision issued by a court of competent jurisdiction indicates that the employee is responsible for the incident, all costs of the assistance rendered by the District to the employee not covered by the District's insurance carrier, shall be reimbursed by the employee.

D. Non-bargaining unit personnel in the active employment of the District shall not perform work on any job covered by this Agreement, except in emergencies when regular employees are not immediately available and/or in the instruction and training of employees.

E. Any personnel of the bargaining unit who is promoted to a supervisory position, technical salary schedule position, or professional non-teaching position who requests or is requested by the District within two (2) years of leaving a position covered by this Agreement to return to the bargaining unit shall return to:

1. a vacancy in the category in which he/she has experience, or

2. if there is no vacancy, he/she may displace the least senior person in the category, providing displacing employee has more seniority in the unit than the person displaced.

The employee must notify the District in writing of his/her intent to return to the bargaining unit thirty (30) working days prior to leaving the position he/she was promoted to or his/her rights under this Agreement will be eliminated. Thirty (30) days' notice will be waived if less notice is provided by the District in which case the employee will notify the District in writing within two (2) working days of receipt of notice.

F. It is agreed by both the Union and the District that negotiations or other business be conducted during the normal work hours.

G. The District reserves the right to establish, modify, or terminate, from time to time, an employee's attendance incentive program. The decisions of the District with respect to the implementation of this provision shall be final. This provision shall not be interpreted to deny an employee the right to utilize sick leave days.

H. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541, et seq., may reject, nullify, and terminate this Agreement as provided in the Act.

School District of the City of Flint Board of Education

By: Joyce Elliott McCord

Its: President

Dated: 8-21-2025

Service Employees International Union Local 517 M, Unit 150

By: Carmella Johnson

Its: President

Dated: Aug 5, 2025

SEIU Staff

APPENDIX A- WAGE SCALE

2025-2026	
Years of Service	wage
0-5 Years	$16.00
6-10 Years	$17.50
11-15 Years	$18.50
16-20 Years	$19.50
21+Years	$21.00

The first full pay period after ratification of this Agreement by both parties, including the Board of Education, all employees will receive an off-schedule payment of 3.5% for the 2024-2025 school year, retroactive to the beginning of the 2024-2025 school year. All employees will also receive an off-schedule payment of 3.5% in the last full pay period of the 2025-2026 school year. There shall be an economic reopener for wages for the 2026-2027 school year, for which bargaining shall begin by June l, 2026.

APPENDIX B- REQUIREMENTS FOR PLACEMENT AND ADVANCEMENT

Michigan paraprofessionals are required to hold a high school diploma (or equivalent), regardless of their assignment, under Michigan law. Pursuant to federal guidelines under Every Student Succeeds Act (ESSA), additional requirements for the employment of a paraprofessional may be determined by the employing school district, public school academy or non-public school.

GRADE 2 High school diploma or equivalent, brief orientation in human development, social relations, school procedures, and must possess basic skills required to successfully perform required duties (including passing Work Keys Assessment Test or ETS Parapro Assessment).

GRADE 3 Thirty (30) semester hours of successful post-high school credit, OR a Child Development Associate certificate, and is employed in a position which requires a Child Development Associate certificate, and must possess basic skills required to successfully perform required duties skills (including passing Work Keys Assessment Test or ETS Parapro Assessment).

GRADE 4 Thirty (30) semester hours of successful post-high school (credit consisting of no more than ten (10) semester hours of professional development credit validated by the Department of Human Resources of the Flint Community Schools), and at least one (l) year of related experience, OR sixty (60) semester hours of successful post high school credit.

Post-high school credit, other than professional development, must be verified by a college transcript from an accredited institution of higher learning.

GRADE 5 Sixty (60) semester hours of successful post-high school credit (verified by college transcript from an accredited institution of higher learning) and one (l) year of related experience, OR Bachelor's degree from an accredited institution of higher learning.

*WorkKeys@through June l, 2017. Anyone that has passed the Reading for Information, Applied Mathematics, and Writing- portions of the WorkKeys@ prior to June l, 2017 will still meet the state requirements. After June 1, 2017, Michigan Department of Education (MDE) recommends the use of the other credit or assessment options.

APPENDIX C- CATEGORIES

Paraprofessionals provides educational support in programs supported by various funding and supplement (not supplant) the work of the teacher. The work of the paraprofessional is delegated and supervised by the teacher. Paraprofessionals can assist in providing a variety of activities based on their training and scope of responsibilities. Below are paraprofessional categories and descriptions.

One (1)	Paraprofessional, At-Risk Section 3 la funds to implement schoolwide reform in schools that have forty (40%) percent or more students classified as "at-risk". A student is considered an "at-risk" student if the district has documentation that the student meets any of the following risk factors: did not achieve proficiency on the English Language Arts, (ELA), math, science, or social studies content areas of the state summative assessment; is at risk of not meeting the district's core academic curricular objectives in ELA or math, as demonstrated on local assessments; is a victim of child abuse or neglect (list not exhaustive; visit MDE.org for full list) Paraprofessional, Comparability The Title I program contains a school funding "comparability" provision that requires school districts to use state and local funds to provide comparable services to impoverished Title I schools and less disadvantaged, nonTitle I schools to equalize education services prior to the addition of federal funds. The comparability provision aims to ensure that districts distribute Title I money as a type of enrichment on top of a level playing field. Paraprofessional, Title I Provides instructional support in a program supported with Title I, Part A funds, either in a school-wide program or directly under a target-assisted program. Paraprofessionals who work in programs supported with Title I funds must meet one of the following requirements: • Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or • Obtain an associate degree (or higher); or • Meet a rigorous standard of quality and demonstrate, through passage of an approved formal stale academic assessment in the following areas: (I) Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or (2) Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

Two (11)	Paraprofessional, Physical Education Assist physical education (PE) teachers with classroom responsibilities and help to supervise students during physical education activities providing extra help to students who need it. PE Paraprofessionals should have a knowledge of child growth and development and are able to explain to students the basic skills needed in various sports and activities.
Three (111)	Paraprofessional, Special Education Special education paraprofessionals provide support to the teacher and to individual student(s) with disabilities in the classroom who need modified instruction or assistance, as described in their Individualized Education Program (IEP). Paraprofessional, Autistically Impaired Paraprofessional, Autistically Impaired, Individual Student Paraprofessional, Cognitively Impaired Paraprofessional, Cognitively Impaired, Individual Student Paraprofessional, Early Childhood Developmentally Delayed Paraprofessional, Emotionally Impaired Paraprofessional, Emotionally Impaired, Individual Student Paraprofessional, Hearing Impaired Paraprofessional, Inclusive Education Paraprofessional, Itinerant, Special Education Paraprofessional, Learning Disabled Paraprofessional, Physically or Otherwise Health Impaired
	Paraprofessional, One-on-One Provides support to the teacher and instructional program with specific responsibility for assisting in the one-to-one supervision, care, and instruction of a student with special needs in the general education setting or in a self-contained classroom.

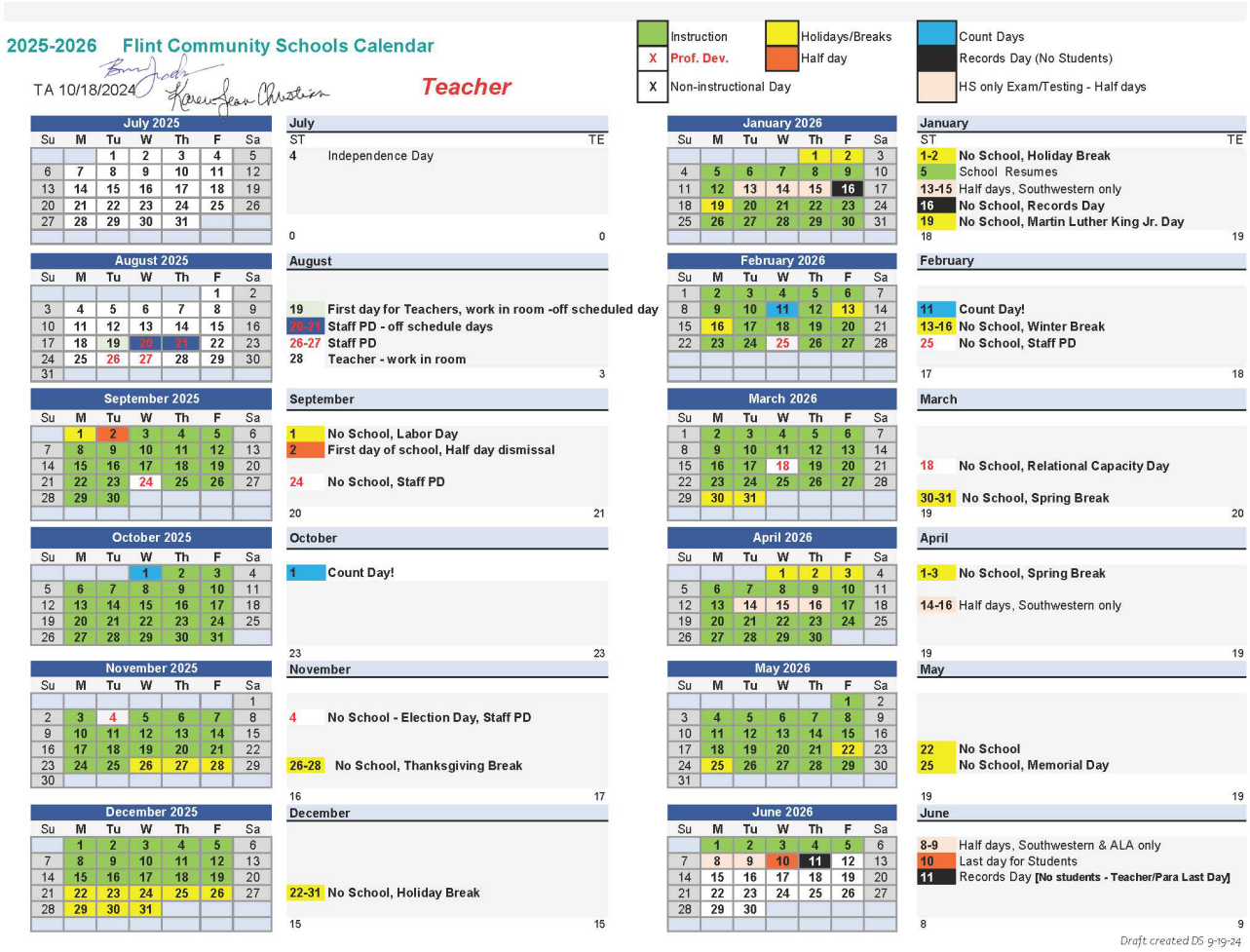
Four (IV)	Paraprofessional, Pre-Kindergarten Provides support to the teacher and assistance in the care and education of young children. Paraprofessionals are trained to implement high-quality programs targeted to standards of learning and development expected for preschool-age children. Paraprofessionals who work in pre-kindergarten programs must meet one of the following requirements: • hold an associate degree in early childhood or child development or childcare, or; • obtain a Child Development Associate (CDA) credentials, or,
	• the equivalent as approved by the Michigan State Board of Education
Five (V)	Paraprofessional, Bilingual Provides assistance to a bilingual classroom teacher, performing a variety of tasks relating to the instructional needs of new language learners. Lessons are taught in the student's native language and English as a means of content instruction. Paraprofessional, Bilingual/English as a Second Language (ESL) Provides assistance to an ESL classroom, performing a variety of tasks relating to instruction that teaches English to students whose native language is not English. Lessons are taught in English (e.g., Math, Science, Social Studies, English, etc.). Main goal is to teach the content with a secondary goal of teaching English.
Six (VI)	MONTESSORI Provides assistance in a unique educational setting, with a child-initiated learning process and stimulating noncompetitive activities. Supports the Montessori teaching method, helping to guide the child(ren) through self-directed activities, allowing the child to develop at his or her own pace.

APPENDIX D-PAID HOLIDAYS

Paraprofessionals will not be required to work on the District designated holidays listed below and shall be paid for the following non-workdays:

i Labor Day
ii Thanksgiving
iii Friday after Thanksgiving
iv Christmas Eve
v Christmas Day
vi New Year's Day
vii Martin Luther King Day
viii Good Friday
ix Memorial Day

The number of District-designated Holiday(s) and Break(s) may vary from year to year based on the balanced calendar. A district-wide balanced calendar shall be published annually prior to the start of school.



This TA is contingent on acceptance of an LOA for insurance (as discussed and agreed upon in previous meetings)

APPENDIX E

The Parties agree that the Board will provide employees with medical insurance plan options for the term of this Agreement.

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