AGREEMENT

BETWEEN

MT. MORRIS SCHOOLS BOARD OF EDUCATION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION 517M

JULY 1, 2026 – JUNE 30, 2029

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PREAMBLE

Agreement between the Board of Education of Mt. Morris Consolidated Schools, hereinafter referred to as the "Board", and the Service Employees International Union, 517M, hereinafter referred to as the "Union."

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all Teacher-Aides. All personnel in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Paraprofessionals" and reference to female personnel shall include male personnel.

ARTICLE II
UNION MEMBERSHIP

Section 1 – Union Membership

A. No individual shall be required as a condition of obtaining or continuing employment with the District to do any of the following:

1. Become or remain a member of the Union.
2. Pay any dues, fees, assessments or other charges or expenses of any kind or of any amount or provide anything of value to the Union or any third party.

B. The Employer shall submit to the Union the name of a new employee hired within 10 calendar days of the hiring. Included with the name will be the employee job classification, department/building location, wage rate, status (full or part time), and all appropriate contact information of that employee.

C. If any employee is terminated or on any type of leave, the Union will be notified by the District of the names of such employees following the end of the month in which the termination or leave took place.

D. The Union agrees to indemnify and save the employer harmless against any and all claims, lawsuits, administrative actions, and any other forms of liability that may arise out of or by reason of any action against the District compliance with the provisions of this Article.

ARTICLE III
EMPLOYEE'S RIGHTS

A. The Union and its members shall have the right to use school building facilities immediately following the regular work day or at other times thereafter for business meetings, provided that such facilities are available and prior approval is obtained from the building principal. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations. The Union and its members shall be permitted use of a bulletin board in each building which shall be located, to the extent possible, in areas not frequented by students, provided that all such information and material is identified by the name of the organization and the author's name and has been approved by the administration. A mail box for delivery and receipt of paraprofessional information shall be designated in each school, provided a mail box is available for this purpose, and the information must contain the organization's and the author's name and been approved by the administration.

B. The Board agrees to furnish the Union, in response to written requests, information concerning the financial resources of the district, adopted budgets and such information as it may reasonably require together with such information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or provide such information in any form other than in which it would normally be provided to the Board.

C. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization, provided, however, that nothing herein shall be construed as to prevent the Board from establishing mandatory retirement age.

D. The employee will be notified of re-employment one week prior to the beginning of his/her individual employment year when possible.

ARTICLE IV
BOARD RIGHTS

A. Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the school system and its professional staff under the law and the constitutions of the State of Michigan and the United States.

B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the constitution and laws of the United States.

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior discussions, orals agreements or practices are superseded by the terms of the Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to in writing and signed by the parties as supplement to this Agreement.

ARTICLE V
COMPENSATION AND FRINGE BENEFITS

A. 1. Compensation

2026-2027	Year 1	Year 2-3	Year 4-5	Year 6-7	Year 8-10	Year 10+
Parapros	$16.05	$16.21	$16.37	$16.54	$16.70	$16.87
Bus Monitors	$15.00	$15.15	$15.30	$15.45	$15.61	$15.77
2027-2028	Year 1	Year 2-3	Year 4-5	Year 6-7	Year 8-10	Year 10+
Parapros	$16.53	$16.70	$16.86	$17.03	$17.20	$17.37
Bus Monitors	$15.45	$15.60	$15.76	$15.92	$16.08	$16.24
2028-2029	Year 1	Year 2-3	Year 4-5	Year 6-7	Year 8-10	Year 10+
Parapros	$17.03	$17.20	$17.37	$17.54	$17.72	$17.90
Bus Monitors	$15.91	$16.07	$16.23	$16.40	$16.56	$16.73

Summer School Paraprofessionals will be paid based on the grant program. Summer school paraprofessionals will be assigned by seniority, with exceptions made to this as deemed necessary by student needs.

All employees hired July 1, 2020 under this contract may be assigned to work recess or in the lunchroom.

There will be an annual appreciation bonus for paraprofessionals and media specialists, who have been employed from the start of the school year through the end of the school year, in the amount of $350 to be paid in June.

2. Longevity Compensation

Longevity compensation shall be granted to each hourly employee beginning with the following years of service:

9-11 years	$340.00
12-14 years	$370.00
15-17 years	$520.00
18-19 years	$640.00
20+ years	$820.00

a. Longevity shall be based upon total continuous length of service with the Board of Education and does not relate to any particular classification.

b. Those employees whose hire-in-date falls between September 2 and October 31 shall be given credit back to September 1 for pay and longevity purposes. If an employee is hired after October 31, no credit for pay and longevity purposes will be granted until the following September.

c. Time spent on military leave (not to exceed four (4) years unless otherwise provided by statute) will be used in computing continuous service for longevity only.

B. Fringe Benefits

1. Insurance

Members of the Bargaining Unit working twenty-five (25) hours per week or more shall be provided with a ten-thousand-dollar ($10,000) group term life insurance policy (subject to the terms of the carrier).

2. Act of God Days

a. In the event the legislature modifies the current law, the parties shall renegotiate the language regarding school closings not within the control of the district.

b. If the State gives the district credit for a day that school was cancelled due to conditions not within the control of the district and gives the district its full state aide, the employee will receive pay even though they did not work that day.

3. Paraprofessionals who are authorized to work overtime shall receive time and one half (1 1/2) for all hours worked outside of their regular scheduled shift, which exceed forty (40) hours in a week.

   When extra hours exist for a given position and the employee who holds the position on a regular basis cannot work the hours, these hours shall be offered to the most senior employee within the bargaining unit who is qualified to perform the work. An availability list will be established each September for rotation purpose.

4. Whenever employees covered by this contract are required by the school to attend in-service programs, they shall be paid at their regular rate. If the paraprofessionals present the administration with an acceptable program(s) for in-service, the in-service day shall be held.

5. a. Employees will receive one (1) sick day per month in which the employee works 90% of his/her scheduled hours for that month (excluding personal days). Current employees may accumulate 120 sick days. New employees, effective July 1, 2011, may accumulate up to sixty (60) sick days.

   b. **An employee may use their sick days for any reason as permitted by the Earned Sick Time Act ("ESTA"), MCL 408.961, *et seq*.**

   c. At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for personal business. These days are subject to the approval of the administration. These days are intended to be used for things which cannot be done at any other time. An employee planning to use a personal leave day or days shall notify his/her supervisor at least five (5) days in advance when possible. Personal days may not be used to extend a holiday or recess period. Unused personal days will be converted to sick days at the end of the school year.

   d. Employees covered by this contract may use one additional sick day which will be deducted from his/her sick day bank for personal business with prior administrative approval.

   e. The Board of Education may request a physician's statement from employees who use three (3) consecutive sick days.

6. a. Employees covered by this contract may have up to three consecutive paid days, including the day to attend the funeral, if they are scheduled to work, per death in the immediate family; immediate family to be defined as employee's mother, father, sister, brother, children or spouse, and step-brothers, step-sisters, and step-parents. Employees covered by this Agreement may have up to three (3) additional consecutive scheduled work

days per death to be deducted from sick leave for a death in the immediate family.

In case of death of an employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law an employee may use one (1) day of sick leave to attend the funeral.

b. Employees covered by this contract may have one (1) paid bereavement day for the death of a grandparent.

c. Employees covered by this contract may use one (1) sick day which will be deducted from his/her sick day bank for each occurrence for attendance at the funeral service of persons whose relationships to the member warrants such attendance. This shall apply to both family and friends.

7. a. Employees shall be entitled to a paid rest period of fifteen (15) minutes for each shift of six (6) hours or more.

b. Employees shall be paid mileage at the allowable IRS rate per mile when using their own car for school business, when directed to by their supervisor.

8. a. The following shall be paid holidays for seniority employees:
   a. Thanksgiving Day
   b. Friday after Thanksgiving
   c. Christmas Eve Day
   d. Christmas Day
   e. Good Friday
   f. Memorial Day
   g. Labor Day
   h. New Year's Day

MLK Day and President's Day to paid holidays for seniority employees, if these days are nonstudent days. Bargaining unit members shall receive pay for their regularly scheduled hours.

b. In order to receive holiday pay, the employee must work or be on an approved leave of absence on the regularly scheduled workday immediately before and after the recognized holiday.

9. Employees will be allowed to purchase health insurance through one of the school system's group plans with the permission of the group carrier.

10. The Board of Education shall provide a vision plan for the employees of the bargaining unit per attached specifications.

11. BASIC PLAN – VISION

I.	Examination	$35.00- one time every 12 months
II.	Regular Lenses	$25.00- one time every 12 months
III.	Bifocal Lenses	$40.00- one time every 12 months
IV.	Trifocal Lenses	$40.00- one time every 12 months
V.	Lenticular Lenses	$70.00- one time every 12 months
VI.	Frames	$35.00- one time every 12 months
VII.	Contact Lenses	$160.00 – Necessary $ 80.00 - Cosmetic

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a 12-month policy year (July 1 to June 30 of the following year) for each eligible member of the bargaining unit.

12. In the event an employee is absent because of illness or injury and has exhausted sick Leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year and then be terminated.

C. Employees who work 95% of their scheduled hours during an entire school year, excluding personal days, shall receive a $250 bonus. New hires and recalled (from layoff) employees will qualify for a prorated attendance bonus.

ARTICLE VI
SALARY REGULATIONS

A. Probationary Employment

1. Probationary employment shall be defined as the initial ninety (90) work days of actual employment by the Board in a regularly scheduled assignment excluding summer employment.

2. The paraprofessional must be evaluated within her ninety (90) work days probationary period of employment and if her performance is unsatisfactory she may be dismissed at the will of the Board.

B. If an employee transfers to any bargaining unit position his/her seniority shall not be affected and will continue from original date of hire.

C. Seniority shall be determined as the length of service since the last date of hire. "Date of hire" shall be defined as "first day of work." If two or more employees begin working on the same day, seniority preference shall be determined by the alphabetical order of the employees' last name, with A as being the highest seniority date. In the event employees have the same last name, same rule shall apply to the first name.

D. All payroll checks will be directly deposited in the financial institution of the employee's choice. Employees may print payroll information from Employee Web at school.

ARTICLE VII
EVALUATION

The evaluation of the work of all paraprofessionals is the responsibility of the Administration. In order that each paraprofessional may be aware of her strengths and weaknesses, at least one (1) written evaluation will be given to each paraprofessional annually. The written evaluation will include a statement of the strengths and/or weaknesses. If weaknesses are noted, the evaluation will include a statement of the improvements desired, a statement providing a reasonable period of time in which to improve and what action may occur if the desired improvements are not achieved. A conference shall take place with the paraprofessional's teacher (if appropriate) and Principal following each evaluation if the paraprofessional so desires.

ARTICLE VIII
WORKING YEAR, WEEK AND HOURS

A. The work year shall consist of the days covered by the regular student calendar. Employees may discuss their work schedule relative to preparation and/or work completion with their supervisor and/or his/her designee. Supervisors may schedule bargaining unit members on other days such as before and after the school year, parent/teacher conference days, and other breaks in the calendar. The proper rate of pay will prevail for all time worked.

B. The Superintendent or his designee will set work schedules and make work assignments which can reasonably be completed in the allotted time.

C. The Superintendent or his designee will not regularly expect paraprofessionals to work in excess of the standard work week. The Superintendent or his designee shall, prior to the opening of school, if the paraprofessional requests it, arrange a meeting concerning the individual's assignment between the paraprofessional and the teacher and/or teachers.

D. Employees working five (5) or more hours per day are entitled to a thirty (30) minute unpaid lunch period, as scheduled by the building administrator.

E. 1. The school District is not, and will not, solicit outside contractors to displace bargaining unit members involved in instruction. However, if and when the programs come along which will promise to provide better instruction, more efficient use of tax dollars or new tax dollars made available to the district, nothing in this contract will prevent the District from utilizing the subcontractor.

2. Before any final decision is made, existing instructional personnel will be given the opportunity to apply for any new staff positions which may be generated or created by the subcontractor.

3. Prior to awarding instructional bargaining unit work to a subcontractor, the School District will notify and meet with the Union and bargaining unit in an attempt to refrain from such subcontracting.

4. In case of subcontracting, present instructional members of the bargaining unit will be considered for any staffing positions caused by such subcontract.

F. 1. Transportation monitor routes shall be established by the District prior to the beginning of the school year. The starting time, ending time, preliminary routing, number of students, will be provided. Knowing this, the transportation monitors shall select routes on the basis of seniority. In the event of new routes or major changes, this bidding process will be established within a posted time frame.

2. Absenteeism- New Runs – Vacancies – Promotions – Transfers

a. Individual runs will be bid on and assigned according to highest seniority preference. The Transportation Supervisor will be present throughout the bidding process. A Representative of the Union may also be present. Individual runs that are not chosen by the Transportation Monitor will be offered to the first available Transportation Monitor according to highest seniority first basis.

b. If a vacancy/new job occurs during the year, the run(s) will be assigned by the Transportation Supervisor on the basis of the most senior Transportation Monitor who bids on the vacancy/new job, and who can accommodate additional runs within the framework of his/her existing schedule, not to exceed 32.5 hours per week for an extended period.

c. Vacancies/new jobs will be posted in the Transportation Lounge for at least four (4) working days prior to permanent filling. Transportation Monitor may apply for a posted vacancy/new job within the posting period.

G. Employees must use paid personal time before requesting non-paid days off. All non-paid time off must be requested in writing and submitted to the Assistant

Superintendent at least 72 hours in advance. Approval of any non-paid days will be at the sole discretion of the administration.

H. Individuals in this bargaining unit will receive time and/or pay to be determined by Superintendent, to complete required beginning of the year training

ARTICLE IX
VACANCIES AND TRANSFERS

A. Vacancies

A vacancy shall be defined as an opening to which no employee has a contractual claim and the Board intends to fill.

1. All job openings which require the services of paraprofessionals shall have a job description listing requirements and will be published and posted in each building during the school year. During the summer months such postings shall be on the bulletin board in the District Administration Office. Jobs shall be posted for a ten (10) day period. The Board may fill any vacancy on a temporary basis until final selection is made. Under normal circumstances, the Board of Education will act on the administrative recommendation within ninety (90) days of the end of the posting period. Copies of all vacancies and newly created positions will be sent to the Unit Chairperson. No internal job posting will take place until all of the laid off paraprofessionals, who meet the qualifications and are able to do the work have been offered a recall. Thereafter, vacancies to which any paraprofessional may apply will be posted and filled based upon experience, qualifications and education. If the applicants are equal based upon the criteria, the most senior employee will be awarded this position. Members of this unit who apply for vacancies/transfers within the unit will be granted an interview. The decision of Administration may be grieved only to the Board level.
2. All vacancies filled by a laid off paraprofessional will be through the end of the current school year. Such vacancies will be posted to all paraprofessionals in the group and available for transfer. Transfers will be awarded on the basis of experience, qualifications, and education.

B. Transfers

Employees covered by this agreement may transfer within their current classifications when the person is the most qualified and meets NCLB standards when required. No employee shall be granted more than one lateral move in the same school year. A lateral move shall be defined as no change in the employee's wages during the said school year.

C. The Mt. Morris School District agrees to provide the Union Labor Relations Specialist a copy of an updated seniority list of all bargaining unit members, job postings of vacancies

and newly created positions. In addition, in the event of a layoff, a list of the affected bargaining unit member's names will be provided to the Union Labor Relations Specialist in a timely manner.

ARTICLE X
RESIGNATION AND RETIREMENT

A. Resignation

1. All paraprofessional 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 Superintendent's office.

2. Any paraprofessional who fails to give the two (2) weeks required written notice may not be re-employed by the Board. Exception to this may be made by the Superintendent.

B. Retirement

1. Upon retirement and voluntary termination, employees covered by this contract shall be paid their unused sick days at the current rate provided they have worked in the system for ten (10) consecutive years.

ARTICLE XI
TERMINATION

A. Paraprofessionals hired for a special project funded by the Federal or State Government, Mott Program, or any other funding will be retained only for the duration of the project or any portion thereof. Such employees shall be allowed to bump in line with their seniority, provided the paraprofessional meets the qualifications of the position and the established guidelines of the project.

B. 1. When the Board makes any reduction in personnel it will discuss with the Union the necessity for and effects of such a reduction. However, the final decision whether to have a layoff by the Board is not subject to grievance procedure.

2. In the event of layoff the intent will be to layoff within classification temporary and probationary employees first and then by seniority as long as it does not have an adverse effect on the quality of education. Bumping rights shall be included in the layoff procedure and previous experience will be given consideration when bumping into another position. Recalls will be in reverse order of seniority and Any paraprofessional whose services are terminated because of reduction of staff shall be

notified at least two (2) weeks in advance of this termination in writing by the Superintendent.

3. Unit members shall retain their recall rights for two (2) years from the date of layoff.

C. Any paraprofessional employee who is absent for three (3) consecutive work days who fails to make a written report of her absence to her immediate supervisor may be discharged by the Superintendent or his designee.

ARTICLE XII
NEGOTIATION PROCEDURE

A. No more than sixty (60) and no less than thirty (30) days before this Agreement is subject to reopen or expire the Board agrees to begin negotiations with the Union concerning a successor Agreement in accordance with the procedure set forth herein. Any Agreement so negotiated shall apply to all paraprofessionals and shall be reduced to writing and signed by the Board and the Union.

B. 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 the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim that there has been a violation, misinterpretation, or inequitable application of the terms of the agreement. The Union agrees not to process a grievance in which the same issue has been or is being processed to the Michigan Employment Relations Commissions, the Equal Employment Opportunities Commission, or the Fair Employment Practices Commission. A grievance must be filed within ten (10) days of when the employee became aware of the act or condition giving rise to the grievance.

2. The term "paraprofessional" includes any individual or group of individuals within the bargaining units herein before defined and covered by this Agreement.

3. The term "days" when used in this Article, shall mean weekdays, excluding Saturday, Sunday and holidays.

B. Purpose

The purpose of the following grievance procedure shall be to settle, equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. 1. Nothing contained herein shall be construed to prevent any individual paraprofessional from presenting a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

2. Any paraprofessional may request a steward be present beginning at Level One (1) of this procedure. When requested, a Union steward will be made available to the grievant.

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 in writing by the authorized representative of each party.

1. Level One

A paraprofessional having a grievance shall take up the matter with his/her immediate supervisor who shall attempt to adjust the matter. The supervisor shall give his decision to the employee within two (2) working days.

2. Level Two

If the solution to the grievance is not satisfactory, the paraprofessional may file a written grievance on a form supplied by the Union to the building principal. A formal grievance shall be filed as soon as possible, but in no event longer than ten (10) working days after notice of the facts have been brought to the paraprofessional's attention. Within five (5) days of the filing of a formal grievance, a meeting shall be scheduled by the building principal between the grievant, the building principal, and the Union representative. Within five (5) days after the meeting a formal answer to the grievance will be given by the building principal.

3. Level Three

Section 1

Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or designee within ten (10) days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason why the decision of the immediate supervisor was not satisfactory.

Section 2
The Superintendent or designee shall meet with the Union at a mutually agreed time, but no later than fifteen (15) days following receipt of the appeal.

Section 3
The Superintendent or designee shall then give his/her decision in writing to the Union within ten (10) days of the meeting.

Section 4
In the event the grievance is not satisfactorily resolved at Level Three, the Union must notify the Superintendent or designee within five (5) days of receipt of the answer at Level Three of their intent to process the grievance to Level Four.

4. Level Four – Arbitration

Section 1
In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedures of the preceding Article, the Union may, within thirty (30) working days from the conclusion of the last step in said Article, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules.

Section 2
All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Superintendent and to the American Arbitration Association and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3

Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.

Section 4
After designation of the Arbitrator, a hearing shall be held as soon as practicable

and the Arbitrator shall issue an Opinion and Award, in accordance with said Rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulation applicable thereto.

Section 5

The total fee of the Arbitrator shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6

The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under any Insurance Policy (or retirement claim or dispute). Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitrable hereunder except as otherwise stipulated in this Agreement. Either party shall have the right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 7

No award involving wages due any grievant shall be made retroactive for more than sixty (60) days prior to the date the grievance was submitted in writing.

Miscellaneous

a. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.

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

c. The Union shall provide the Superintendent with 5 (five) days notice of any employee it wishes to have excused from work to attend an arbitration hearing.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be printed at the expense of the Board and presented to all paraprofessionals now employed or hereafter employed by the Board.

B. If any provision 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 be deemed null and void. Either party hereto, upon thirty (30) days written notice to the other may re-open for negotiations the invalidated provision. All other provisions or applications shall continue in full force and effect.

C. Whenever it is mutually agreed by both the Union and administration that negotiations or other business be conducted during the normal work hours of any Bargaining Unit member involved, the Union member shall suffer no loss in pay.

D. Any case of assault on a paraprofessional must be promptly reported to the building principal. The Board 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.

E. Upon written request by an authorized officer of the Union, the Board will authorize members of the committee and the President of the Local if an employee of the Board is to be absent from their job without pay for up to ten (10) working days for the purpose of handling Union business.

F. Upon written request by an authorized officer of the Union, the Board will authorize the absence, without pay, of employees who have been elected or appointed by the Union to do work for the Service Employees Union and related strictly to the activities thereof. Such leaves will be for a maximum period of three (3) years and will be renewed for like periods only by mutual agreement of the parties hereto. No more than one (1) employee may be absent on such leave at one time and an employee on such leave who desires to return to the active payroll must give the Board at least ninety (90) days advance notice in writing. Upon his return, the employee, if still physically qualified, will be returned to the classification he left at his rate at the beginning of the leave. Seniority will accumulate during such leaves, but this shall not be the basis of acquiring other benefits under this Agreement. Said vacancy shall be posted as a temporary position.

G. In the event the Superintendent or the Board of Education declares a safety threat, nothing in the contract shall or will prevent the person in charge during the safety threat from directing all employees to perform whatever tasks are deemed necessary at that time.

H. Discipline and Discharge

1. After completion of the probationary period, discipline and/or discharge shall not be arbitrary or capricious.

2. Under normal circumstances, employees will be disciplined in private.

3. The Board of Education will follow a corrective disciplinary process.

4. Discipline may take the form of a written warning, a verbal warning, time off without pay, discharge...etc.

5. a. At the request of the employee, a union steward may be present at disciplinary discussions.

   b. Employees may give the union steward a copy of any discipline.

I. Union Security and Deduction of Association Dues.

(1) Bargaining unit members have the right to become or remain a member of, or refrain from becoming or remaining a member of, the Union without interference, coercion, or restraint from the Board or the Union. The Board shall not discipline, discharge, or otherwise discriminate against any employee because of the employee's election regarding membership in, affiliation with, or financial support of the Union.

(2) It is presumed that each deduction of Union membership dues will be the same amount for every employee deduction made each month, as fluctuating dues creates a burden on the District in enforcing dues deductions. Should Union membership dues fluctuate, then the District and the Union will discuss the matter.

(3) The District will deduct current Union membership dues from the pay of each employee in the bargaining unit who is a member of the Union at the time this Agreement becomes effective, or Union initiation fees and current Association membership dues from the pay of each employee in the bargaining unit who becomes a member of the Association after this Agreement becomes effective, provided that at the time of such deduction, the District has an appropriately completed outstanding written authorization from the employee.

(4) Deductions under each properly executed authorization shall become effective with the initial pay period of the month after the authorization is received by the District, and shall be made from the last pay period of each month thereafter for the months during which the employee is assigned to work. The amounts to be deducted shall be certified to the District by the Union. The aggregate deductions for Union dues of all employees authorizing the same shall be remitted to the Union. All remittances shall be made within ten (10) days after the deductions are made. An itemized statement of all deductions for dues shall be furnished to the Union with each remittance.

(5) The District will deduct in any month only the Union membership dues becoming due in such month.

(6) Any dispute arising as to whether or not an employee has become a member of the Union, or is continuing membership in the Union, shall be subject to the Grievance Procedure.

(7) Payroll deduction authorizations shall be revocable at any time, but only by signed authorization from the employee. The District shall notify the Union in writing of any revocation following the end of the month in which the revocation occurred.

(8) In the event of any legal action against the District, its Board of Education, individual Board members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with this Article.

ARTICLE XV
LEAVE OF ABSENCE

A. The following leaves of absence with pay may be granted for the following purposes and upon the following conditions and shall not be charged to the employee sick leave.
Jury Duty

1. When an employee is called for jury service the employee shall give the immediate supervisor proper notice and the Board will reimburse the employee for the difference between the employee's regular pay and the amount the employee receives from the court services. It is the responsibility of the employee to collect for court services. The Board retains the right to ask that the employee be excused. The maximum number of days in any one year for the reimbursement will be sixty (60) work days.

2. When an employee is subpoenaed by the Board of Education to serve as a witness in a court action involving the Board, the employee shall be given a leave of absence with pay for the time required for such court appearance. Any witness fees resulting from court service shall be paid by the employee to the Board.

B. Leaves of Absence Without Pay

Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to leaves for study, health, maternity or military service. Leaves for any other reason except maternity shall be granted only after completion of the probationary service with the Mt. Morris Public Schools and shall be subject to the following general regulations.

1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of leave. An experience increment may be recommended by division heads, subject to approval by the Superintendent or his designee, for employees who are on an approved leave for study.

2. Employees may not accumulate or use Sick and Emergency Leave during leave of absence. Sick and Emergency accumulation previous to leave of absence shall be credited upon return.

3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Superintendent's office at least thirty (30) calendar days prior to the beginning of the period for which the leave is required.

4. An employee on leave for at least six (6) months shall be required to notify the Superintendent's office in writing, not less than thirty (30) days prior to the expiration of leave, whether the employee desires to return to employment or to extend her leave.

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 their family responsibilities after emergency leave has been extended, or for personal circumstances of a highly unusual or compelling nature.

6. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

   a. Study – An employee who has been on leave of absence for study and has extended the leave the additional two (2) six (6) month periods, cannot be granted another leave of absence for study until she has worked a minimum of twelve (12) months after returning from the previous leave of absence.

   b. Health – When an employee is ill and has used all of other accrued sick and emergency leave, the employee is to be placed on leave of absence for the duration of the illness, not to exceed six (6) months. The employee must submit a doctor's statement indicating disability and approximate duration of absence to the Board of Education. Exceptions to this paragraph must have the approval of the Board of Education.

   c. Maternity Leaves will be in accordance with appropriate law.

   d. Military

1. Any employee who has left or leaves other than a temporary position with the Board to serve in the Armed Forces and who receives an honorable discharge, is still qualified and competent for employment, and applies for a position within ninety (90) days after discharge shall be re-employed to a position of like nature, seniority, status and pay within ninety (90) days.

2. Any employee who is re-employed shall be restored without loss of status or seniority and shall be entitled to participate in all benefits granted by the established rules and regulations of the Board.

C. Seniority of all employees requesting unpaid leaves of absence shall freeze after thirty (30) days of absence until they return to active employment. Therefore, during the first thirty (30) days of an unpaid leave of absence, the employee's seniority shall continue to accumulate. Beginning with the thirty-first (31) day, their seniority shall be frozen.

ARTICLE XVI
DURATION

This Agreement shall remain in full force and effect for three (3) years, covering the period of July 1, 2026 to and including June 30, 2029. It shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement as hereinafter provided. In the event either party wishes to terminate or amend this Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

ARTICLE XVII
FAIR LABOR STANDARD ACT

It is agreed that compensatory time off may be given in lieu of overtime pay when it is mutually agreed upon by the employee and the administration.

ARTICLE XVIII
NO CHILD LEFT BEHIND

No provision in this Agreement shall be construed to prevent or prohibit the Board or District from taking required actions under the NCLBA of 2002 concerning school improvement, school corrective action, or school restructuring. Any time lines, notification, or other provisions of this Agreement shall be subordinate to, and adjusted by the NCLBA and its implementing regulations in order to meet the required actions and deadlines of the NCLBA.

Agreement Between

Mt. Morris Consolidated Schools and SEIU, Local 517M

MT. MORRIS CONSOLIDATED SCHOOLS

Amy Plyler, Board of Education

Mickie Kujat, Superintendent

SEIU

Kim Edwards, President

Robin Henry, Bargaining Team Member

Clint Bryant, Labor Representative
SEIU 517M