

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

**CLARKSTON PARAEDUCATORS ASSOCIATION
MEA/NEA**



July 1, 2012 to June 30, 2013

**CLARKSTON COMMUNITY SCHOOLS
CLARKSTON PARAEDUCATOR ASSOCIATION
MEA/NEA AGREEMENT**

The Clarkston Community School District, party of the first part, and the Clarkston Paraeducator Association MEA/NEA party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of **one (1) years** beginning **JULY 1, 2012 AND ENDING JUNE 30, 2013.**

Either party desiring changes in this agreement shall notify the other party in writing at least ninety (90) days prior to the expiration of the contract. Changes may be made at any time by mutual consent.

BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS

	_____	Date
By: _____	_____	Secretary
President	_____	
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	

CLARKSTON PARAEDUCATOR ASSOCIATION MEA/NEA

	_____	Date
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	
_____	_____	Negotiator
Negotiator	_____	

TABLE OF CONTENTS

	<u>PAGE</u>	
ARTICLE I	RECOGNITION	5
ARTICLE II	MANAGEMENT RIGHTS CLAUSE	6
ARTICLE III	DUES, AGENCY SHOP, PAYROLL DEDUCTIONS	7
ARTICLE IV	EMPLOYEE & ASSOCIATION RIGHTS	9
ARTICLE V	PROTECTION OF EMPLOYEES	10
ARTICLE VI	JOINT COMMITTEE	11
ARTICLE VII	JURISDICTION	12
ARTICLE VIII	DISCIPLINE, SUSPENSION & DISCHARGE	13
ARTICLE IX	PROBATIONARY EMPLOYEES & SENIORITY	14
ARTICLE X	PROFESSIONAL GRIEVANCE PROCEDURE	15
ARTICLE XI	CONDITIONS OF EMPLOYMENT	17
ARTICLE XII	VACANCIES, PROMOTIONS & TRANSFERS	19
ARTICLE XIII	LAYOFF & RECALL	21
ARTICLE XIV	PAID LEAVES	23
ARTICLE XV	UNPAID LEAVES	28
ARTICLE XVI	HOLIDAYS	29
ARTICLE XVII	FRINGE BENEFITS	30
ARTICLE XVIII	COMPENSATION	33
ARTICLE XIX	MISCELLANEOUS PROVISIONS	35
SCHEDULE A	PARAEDUCATOR GRIEVANCE REPORT FORM	38
APPENDIX B	BENEFITS SUMMARY	40

AGREEMENT

This agreement is entered into, effective JULY 1, **2012**, by and between the Clarkston Board of Education, the city of Clarkston, Michigan, hereinafter called the "Board," and the Clarkston Paraeducator Association, affiliated with the Michigan Education Association/National Education Association (MEA/NEA), hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Clarkston Paraeducators Association as representatives of paraeducators with respect to hours, wages, and terms and conditions of employment, and other working conditions, and

WHEREAS, both parties are desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and obligations, this agreement shall not be modified, altered, or changed in any respect without mutual consent.

The Clarkston Community School District, party of the first part, and the Clarkston Paraeducators Association, MEA/NEA, party of the second part, do hereby agree to and affix their signatures thereon in acceptance of the following contractual stipulations to be in effect for a period of **one (1) year** beginning JULY 1, **2012** AND ENDING JUNE 30, **2013**.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the duration of this Agreement for employees in this unit certified by the Michigan Employment Relations Commission (MERC) on March 16, 1993 in Case No. R92 B-49. The unit will include, special education paraeducators and media paraeducators. Excluding central office secretaries, supervisors, head custodians, grounds and system maintenance employees, building and classroom aides, mechanics, supervisors and all other employees. All substitute personnel are excluded.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- C. The parties specifically recognize the right of each other to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement.
- E. The rights granted herein to the Association shall not be granted to or extended to any competing labor organization.

ARTICLE II

MANAGEMENT'S RIGHTS CLAUSE

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. To hire all employees and, subject to the provision of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, and to promote and transfer all such employees;
3. To establish special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of employment and the duties, responsibilities, and assignments of the employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

ARTICLE III

DUES, AGENCY SHOP, PAYROLL DEDUCTIONS

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Association, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of the date of hire by the employer, whichever is later, become members of the Association, or in the alternative, shall as a condition of employment, pay to the Association each month a service fee in the amount equal to the regular monthly Association membership dues uniformly required of employees of the employer who are members, but shall not include any special assessments or other requirements of the Association for special support from its members in excess of regular dues.
- B. An employee who shall tender written authorization for deduction of membership dues (or service fees) uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Association.
- D. The Association shall indemnify and save harmless the District from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the District for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- E. The Board shall make payroll deductions upon written authorization from employees.
1. Authorization for insurance shall be delivered to the Board five (5) days prior to the second pay in July. Changes in the above deduction shall be made only upon receipt of written request thirty (30) days in advance.
 2. Authorization for the following list shall be delivered to the Board Office ten (10) days prior to the deduction:
 - a. Credit Union
 - b. Tax Sheltered Annuities
 - c. United Fund
 - d. Clarkston Foundation
 - e. MEA Financial Services Long Term Care Insurance

ARTICLE III - DUES, AGENCY SHOP, PAYROLL DEDUCTIONS (con't)

3. Upon authorization, the Board shall deduct one tenth (1/10) of the Association dues or service fees each month for ten (10) months beginning in September and ending in June. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Association Constitution and Bylaws. Such dues or fees collected shall be remitted to the person authorized by the President of the Association.

ARTICLE IV

EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employees covered by this Agreement with respect to hours, wages or terms or condition of employment. The Association also agrees that it will not discriminate against any member of the Association with respect to hours, wages or terms or conditions of employment.
- B. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours. Any use of buildings shall be governed by Board policy.
- C. Employee representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to post notices of Association activities on a bulletin board in a mutually agreed upon location, provided, further, that the bulletin board shall not be used by the Association for political material or the like.
- E. No employee shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. Association Leave:
1. There shall be five (5) days per year to be used for association business if needed, to be used in increments of one (1) hour or more. These days must be approved by the Association President and will require a five (5) day written notice to the immediate supervisor. Under extenuating circumstances, the five (5) day written notification period may be waived by the Superintendent. An employee approved to use a day will be paid at the employee's base rate (not overtime) and no deduction in the employee's paid leave will result. The district reserves the right to deny association days when the absence of an employee would cause an extreme hardship to the district.
 2. Additional days, if needed, may be granted by the Superintendent/designee upon request of the Association President.
 3. If the Association President/designee is called in during uncompensated time by the administration, the President/designee will be paid at base rate for a minimum of one-half (½) hour.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. The Board recognizes its responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. The employee shall promptly report any case of assault on the association member to the Board of Education or its designated representative. The Board shall advise the employee of their rights and obligations with respect to such assault and shall render assistance to the employee in connection with the handling of the incident.
- C. If any employee is complained against or sued as a result of any action taken by the employee while in pursuit of their employment, the Board shall render all justifiable assistance to the employee in their defense.
- D. Time lost due to action taken by the district in connection with any incident mentioned in this Article shall not be charged against the employee if exonerated of the charge.
- E. Employees shall be verbally notified of complaints made against them by parents. No action shall be taken nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. Assistance of the administrative staff will be given in the disposition of the complaint.

ARTICLE VI

JOINT COMMITTEE

- A. When important matters of mutual interest to the employer and the Association occur, a Joint Committee may be created to discuss alternatives available.
- B. Should it become necessary that the representative(s) of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent (and with the approval of the Superintendent/designee), may schedule meetings during duty hours. In such cases, the employee(s) representing the Association shall not suffer loss of pay or paid leave.

ARTICLE VII

JURISDICTION

- A. The employer agrees to respect the jurisdictional request of the Association and shall not require employees, other than employees of this Association, to perform work which is recognized as the work of the Association in the units in which they are employed, except in cases of emergencies, acts of God, or unavailability of an employee or substitute employee. The Board's use of judgment and discretion shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- B. The Association agrees that when employees are placed on a return-to-work program from a Workers' Compensation leave or injury leave, those employees of this Association may be assigned work to a light-work position in any unit of this Association or to a non-union position during their period of recovery. The rate of pay would be at the rate of the employee's regular position.
- C. Programs that would have local, county, state, or federal workers doing bargaining unit work will only be implemented with the understanding that no employee of the affected unit will lose their job.
- D. A paraeducator will not be required to provide transportation assistance to and from school, for special needs or general education students. Paraeducators may volunteer if an emergency situation occurs. If no volunteer is available the district may assign bus duty for an interim period of no more than ten (10) school days per student. The paraeducator will be paid at their base rate of pay. If a paraeducator volunteers, the district reserves the right to assign the job after ten (10) school days to a non-bargaining member. Students who have had paraeducator assistance with transportation in any previous school year, will not be considered an emergency situation.

ARTICLE VIII

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than eighteen (18) working months previously, provided however, that any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- C. An employee will be notified of discipline regarding violations of the contract within five (5) working days of the incident. The five (5) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association Representative to the employer within five (5) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the Superintendent's level of the grievance procedure.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. The decision of the Superintendent will be final.
- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.

ARTICLE IX
PROBATIONARY EMPLOYEES AND SENIORITY

- A. Employees hired new to the district, or rehired after having resigned, who are members of this bargaining unit, as defined, shall serve a probationary period of ninety (90) actual working days in their job assignment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year. The ninety (90) working day probationary period may be extended for any absences of the employee during that period, by the number of said absences. Based on the employee's written evaluation and at the discretion of the Administration, the ninety (90) work day probationary period may be extended up to an additional ninety (90) work days.
1. Paraeducators and media paraeducators who worked as a paraeducator substitute employees for 90 work days or more within the previous 12 months, shall serve a 45-work day probationary period if hired as a permanent employee. If a long term substitute paraeducator is in the same position for 90 days, that will serve as their probationary period.
- B. After ninety (90) work days in their job assignment, prorated paid leave and holiday pay shall be granted to the employee for whom this agreement provides holiday pay and/or sick leave. Such benefits shall not be retroactive to their date of hire.
- C. Seniority will be figured from the date and time of hire. If an employee has seniority in the bargaining unit, leaves the bargaining unit for another job within the district, and later returns to the bargaining unit, previously acquired seniority shall remain in effect. No seniority shall accrue for time spent working outside the bargaining unit. Any time spent working for the district, outside the bargaining unit, as a full-time employee (thirty-five (35) hours or more per week) shall count fully for salary schedule placement, longevity pay and vacation allowance. Return shall only be to an open position after transfers, recalls, and/or returns from leave, if any, have been completed.
- D. Seniority will be determined as follows when more than one employee has the same seniority date. Employees will have their seniority determined by:
- Date of hire
 - Time of hire
- E. The Board will provide annually to the Association a seniority list showing the names of all employees in the bargaining unit, their current classification, salary step, hourly rate, and date of hire as of the effective date of this Agreement. The Board will provide all information needed to keep the seniority list current to the Association President/designee.
- F. Loss of Seniority: Employees shall lose seniority for the following reasons:
1. If the employee quits or retires.
 2. If the employee is discharged and the discharge is not reversed through the grievance process of this Agreement.
 3. If the employee fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless explanations for the absence and lack of notice which are satisfactory to the employer are given.

ARTICLE X
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Paraeducator Association

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of the immediate supervisor within five (5) work days of the alleged violation. The grievant, if desired, may be accompanied at any time during the proceedings by an Association Representative.
2. If no solution to the grievance is found in Step 1., the grievant must, within five (5) work days, resubmit the grievance, in writing, to the Special Education administrator or building principal, utilizing the Professional Grievance Report Form (form on file in buildings). Within five (5) work days of receipt of the written grievance, the immediate supervisor or the building principal shall meet with the grievant in an effort to resolve the grievance. The Special Education administrator or the principal shall indicate their disposition of the grievance in writing within five (5) work days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the Special Education administrator or building principal's disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) work days. The Superintendent or the designee, within five (5) work days, shall meet with the grievant, the immediate supervisor, or the building principal and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
4.
 - a. If the grievance is not settled in Step 3., the Association may, within ten (10) work days after receipt of the written decision, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board of Education office.
 - b. Within ten (10) work days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) work day period herein provided, either

ARTICLE X - PROFESSIONAL GRIEVANCE PROCEDURE (con't)

the Board or the Association may, within twenty (20) work days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.

- c. The arbitrator shall hear the grievance in dispute and shall render a decision in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of the authority as set forth herein.
 - d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application or interpretation of any express provision of this Agreement.
 - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No matter involving a probationary employee shall be considered or decided upon by an arbitrator. Any matter involving the content of employee evaluations shall not be subject to arbitration.
 - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
- 5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Agreement.
 - 6. Grievance procedures as discussed in this Article of the Master Agreement will be adhered to during hours that do not conflict with normal working duties, unless time adjustments are mutually agreed upon by both parties.
 - 7. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XI
CONDITIONS OF EMPLOYMENT

SPECIAL EDUCATION PARAEDUCATORS AND MEDIA PARAEDUCATORS

A. WORK WEEK/WORK DAY

1. The Board will determine the hours for the employee's work week/work day as per the individual needs of each building and within the financial means of the school district. Special education paraeducators and media paraeducator employees will work the same school days as teachers. The work day for a full-time special education paraeducator and elementary media paraeducator will be seven (7) hours or the maximum hours that the district is offering; secondary media paraeducator employees will work eight (8) hours per day.
2. An unpaid duty-free thirty (30) minute lunch period will be provided each day. If an employee's lunch period is interrupted, the employee will be allowed additional time that day to make up the difference. If duties assigned by the teacher/administrator disallow the employee to make up the difference, the teacher/administrator shall adjust the employee's time within a seven (7) day period to make up the difference.
3. A full time special education paraeducator and media paraeducator employees will be entitled to two (2) fifteen (15) minute breaks per day; one in the morning and one in the afternoon as scheduled with the supervisor. Four-hour or less employees will receive only one (1) fifteen (15) minute break.

B. Work Year: The Board will determine the work year for the employees as per the individual needs of each building and within the financial means of the school district. The normal work year (days) for special education paraeducators and media paraeducator employees will be the same work year (days) as teachers, except that special education paraeducator and media paraeducator employees may work a longer year if requested by the building principal/Special Education Director and approved by the Superintendent/designee at least one (1) week in advance. If special education paraeducator or media paraeducator employees are needed prior to the opening of school in the fall, at least two (2) weeks notice will be provided. For the 2012-2013 school year, employees will not work the first teacher day of August 24, 2012.

C. In-Service/Training:

1. When any new technology, new mandates, or new techniques are introduced within a job requirement, if the supervising teacher receives in-service training, the district will provide comparable in-service for special education paraeducator and media paraeducator. This language is not intended to limit professional development opportunities for paraeducators and media paraeducator employees. Efforts will be made to provide in-service during regular work hours, however, when unable to do so, the district will pay the involved special education paraeducators and media paraeducator employees at their base rate of pay.
2. Training should be completed by Student Support Services on the proper lifting and hygiene techniques prior to a paraeducator being responsible for that student's needs. Student Support Services will be responsible for requesting needed equipment to service a student with special needs (lift, changing table, wheelchair, etc.) If a student is moving from one level to another

ARTICLE XI – CONDITIONS OF EMPLOYMENT (con't)

(EL/MS or MS/HS), during the transition IEP, Student Support Services will be responsible for the coordination between the home and the receiving school in order for the receiving staff to meet the needs of the individual student, such as behavior plans, hygiene/toileting needs, equipment required, physical needs, emotional needs, etc.

- D. Overtime: Overtime authorized by the Superintendent/designee, over forty (40) hours per week, will be paid at the rate of one and one-half (1½) times the regular rate. Special education paraeducators and media paraeducator employees may attend conferences, meetings, activities beyond the regular work day for which they receive no compensation. However, when special education paraeducators and media paraeducator employees are requested to attend student conferences, meetings, or activities beyond the regular work day by their Supervisor/Director, they will be compensated at the base rate of pay.

ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS

Employees of this association will have rights to vacancies and transfers within their classification only. Employees on Workers' Compensation may be returned to a light duty position in any classification provided no layoff is caused by the light work assignment.

A. Vacancies

1. The Board declares its support of a policy of filling all vacancies from within its own personnel. The district shall determine that a vacant and/or new position is to be filled after use of a substitutes(s) or long-term substitute(s) for a maximum of ninety (90) school days.
2. All vacancies and new positions are to be posted five (5) working days prior to opening the position. The posting will contain the position to be filled, the start of the work week, day, time shift needs of the district, the length of the work year, and the qualifications required. The posting shall be made in all Clarkston Community School Buildings and on district website.
 - a. Vacancies that occur when school is not in session will be posted for ten (10) working days with written notification to the President/designee(s).

3. Transfers

- a. Requests by an employee for a transfer to a different building/position shall be made in writing to the Superintendent or the Executive Director of Human Resources or to the Director of Student Support Services (copies to the Executive Director of Human Resources). The application shall set forth the reasons for transfer, the school or position sought.
- b. Paraeducators and media paraeducators employees may be transferred from one building assignment to another without restriction between school years. The reason for transfer will be discussed with the special education paraeducator or media paraeducator employee. During a school year a transfer may be made after giving the employee five (5) days notice of a planned transfer and the reasons for the transfer. If the employee objects to the transfer, the dispute may be referred to the Superintendent/designee. The decision of the Superintendent will be final.
- c. An involuntary transfer of paraeducators or media paraeducator (except as indicated in 3. b. above) will be made only in case of emergency including when relationships of co-workers create situations that may negatively affect the work place. The Superintendent or the Executive Director of Human Resources shall notify the employee of the reasons for such transfer. If the employee objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.
- d. With approval of the Superintendent or designee and mutual agreement between at least two (2) association members in the same unit, a transfer may be granted.
- e. All vacancies and new positions will be posted containing the start of the work week,

day,

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS Cont'

time, shift needs of the District, the length of the work year and the qualifications required. No employee hired prior to July 1, 1997, shall be involuntarily transferred to a new position that includes other than a Monday through Friday work week.

4. Definitions:

- a. Vacancy - Any open position within the bargaining unit.
- b. New Position - An opening within the bargaining unit which expands the bargaining unit membership.
- c. Transfer - A movement of a bargaining unit member from one position or building to another position or building.

ARTICLE XIII

LAYOFF AND RECALL

- A. If it becomes necessary to reduce the number of employees through general layoff, probationary employees will be laid off first. All other employees will be laid off in order of seniority. (The employee having the least seniority will be laid off first.) Recall will be in reverse order of layoff.
 - 1. If, as a result of layoff, a seniority employee is moved to a position not previously occupied by said employee, a thirty (30) working day trial period will be in effect. If, within twenty (20) working days of the start of the trial period the employee and the Executive Director of Special Services determines that the employee is having difficulty with the assignment, one of the following options will apply:
 - a. The employee may be transferred voluntarily or involuntarily if such transfer would not result in the layoff of an employee of higher seniority.
- B. All employees will be given a minimum of thirty (30) calendar days notice if layoff becomes necessary. In the event of a severe financial emergency, and after consulting with the Association President, the thirty (30) day notice provision may be shortened to no less than ten (10) work days.
- C. If a laid off employee resigns during layoff, the laid off employee will receive severance pay for unused paid leave days according to Article XIX, Compensation, Section F.
- D. A recall notice will be sent by registered mail to the address currently recorded in the Board of Education Office. Failure to respond within ten (10) working days will be deemed a resignation. Each employee on layoff will be responsible for informing the Personnel Department of any change of address for notification.
- E. Laid off employees will remain on recall status for a time equal in length to their seniority in the district or three (3) years, whichever is lesser, but no less than twelve (12) months. No laid off employee shall be obligated to accept a part-time position to maintain their recall rights. However, acceptance of an interim part-time position will not prevent the employee from being recalled to his/her regular position.

ARTICLE XIII
LAYOFF AND RECALL

- F. In the event, that the Board elects to layoff all or substantially all bargaining unit members working in a job classification, the members shall be given at least seventy-five (75) calendar days written notice, except in the event of a severe financial emergency as stipulated in Section B of this Article.

- G. Sick days already accumulated at the time of layoff shall be reinstated when the employee is recalled.

ARTICLE XIV

PAID LEAVES

- A. Following successful completion of the probationary period, sick days shall be earned at the rate of one (1) day for each month worked, a maximum of ten (10) days per year. Employees hired after July 1, 1997, shall receive three (3) days less than indicated above for the first three (3) years of their employment, or .7 day per month, a maximum of seven (7) days per year. Sick days shall accumulate until a maximum of one hundred (100) days are accumulated.

Part-time employees who work a minimum of seventeen (17) hours per week will receive paid leave benefits.

B. **Illness or Disability:**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be placed on an unpaid leave of absence for the duration of the illness or disability up to one (1) year, subject to the following conditions:
 - a. A doctor's statement will be required at the time of the request for leave stating the nature of the illness and approximate length of disability. Regular doctor's statements may be requested by the Administration.
 - b. Seniority will continue to accrue for an employee on approved sick leave up to one (1) year. Salary schedule placement (including longevity, if any) and unused accumulated sick days will be frozen at the time of the leave and reinstated when the employee returns to work.
 - c. Health insurance benefits, if applicable, will continue until the employee qualifies for long term disability benefits or ninety (90) calendar days, whichever is less.
 - d. Intent to return from unpaid sick leave must be given to the Board in writing at least fourteen (14) calendar days before the anticipated date of return from sick leave.
 - e. The employee on unpaid sick leave, including a Workers' Compensation leave, will be guaranteed a position for a period up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment. When returning from leave, the employee may be temporarily assigned for up to thirty (30) work days before becoming eligible for full return rights including benefits, if applicable. After one (1) year, employees will have no return rights from leave. After one (1) year, employees will return to work, resign, or, by mutual agreement, may extend the leave for up to one (1) additional year. If an extension of leave is granted, upon requesting to return, the employee will be placed in the next available opening in his/her unit for which he/she is qualified.
 - f. The employee on unpaid leave may be replaced by a substitute employee during the period of the leave.

ARTICLE XIV - PAID LEAVES (con't)

2. An employee who meets the qualifications of the Family Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
3. Sick leave shall not be considered as pay an employee is entitled to in cash or in vacation quota unless otherwise provided in this agreement. Said accumulated time shall be available to the individual in actual illness that prevents him/her from carrying out his/her duties on the job.
4. When an employee is absent the day before or the day after a holiday, they shall not receive compensation for the holiday unless the absence is due to personal illness or death in the immediate family. In case of personal illness, they shall receive pay for the holiday. In such case, they may be required to submit a written statement from a physician or other qualified person as proof of illness.
5. When an employee is injured on the job, or otherwise eligible for worker's compensation, the employee shall not suffer loss of pay during the time the employee is eligible for sick leave. When the employee is eligible for wage compensation, the amount will be determined by the Worker's Compensation Board. Health insurance benefits will be paid by the Board for a period not to exceed ninety (90) calendar days from the date of disability. Every attempt will be made to return the employee to a light work assignment as soon as possible after an injury.

C. Hospitalization

1. In the event of the hospitalization of a member of the immediate family, the employee will be allowed one (1) day per admittance, and, if needed, one (1) day to bring the member of the immediate family home, which will be deducted from paid leave.

D. Death

1. In the event of death in the immediate family, (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents or dependent living within the household), an individual is allowed three (3) days with full pay not to be charged against sick leave time. An additional two (2) days, if requested, shall be granted and charged against sick leave.

ARTICLE XIV - PAID LEAVES (con't)

2. In the event of death of relatives outside the immediate family or household, or for persons where closeness of relationship would warrant, one (1) day will be allowed to attend the funeral and deducted from sick leave bank.
3. When the funeral is two hundred and fifty (250) miles or more from the residence of the employee, an extra day of traveling time will be allowed, upon request, which shall be deducted from sick leave.

E. Jury Duty

1. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation excluding mileage. All fees and court documentation received by the employee, excluding mileage, will be returned to the school district.

F. Court Appearance

1. A person required by subpoena to appear in court will receive full pay provided such appearance is not brought about by an alleged illegal or negligent action of said employee. All fees and court documentation received by the employee, excluding mileage, will be returned to the school district. This day, if used, will not be deducted from sick leave.
2. A person required to appear in court for personal reasons such as adoption, divorce, traffic violation, etc., the day will be deducted from the employee's personal leave days.

G. Personal Days

1. Two (2) days may be granted to each employee each year (non-accumulative) for the conduct of personal reasons which cannot be transacted at a time other than during working hours. If used, these days shall not be deducted from leave bank. If not used by the end of the school year, June 30, these days shall be added to the employee's sick leave bank provided the 100 day cap has not been reached.
2. These days shall be granted through prior approval of the building principal or Student Support Services administrator two (2) days in advance, except when such timely notice is impossible but in no case later than 3 p.m. on the day preceding the day in question.
3. These days shall not be used for extended vacation or for seeking other employment except with the approval of the Superintendent.
4. These days may be used for immediate family illness.
5. In order to guarantee the smooth operation of the district, no more than two employees of this Association will be granted personal days at the same time unless approved by the Superintendent/designee.

ARTICLE XIV - PAID LEAVES (con't)

6. No personal day will be granted during the last five (5) working days of the school year nor can a personal day be used the day before or the day following a school recess unless pre-approved by the Superintendent or designee.

H. Emergency Day

1. One (1) emergency days (non-accumulative) will be allowed if approved by the Student Support Services administrator or building principal. If used, the day will not be deducted from paid leave.
2. An emergency day is defined as any day in which personal health or property, or health or property of immediate family member is jeopardized.
3. The employee must submit the reason for the emergency, in writing, to his/her Student Support Services administrator or building principal within three (3) working days after the absence. Failure to do so will result in loss of pay.

I. Predictable Disability

1. In the case of a predictable disability, the guidelines of the Family Medical Leave Act may apply. Leaves up to twelve (12) weeks will be requested under the terms of this Act as explained in Clarkston Board of Education Policy 4430.01 (see www.clarkston.k12.mi.us). Leaves granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.
2. An employee may also choose to request a predictable disability leave under the following conditions:
 - a. Compensation shall be limited to the earned accumulated personal sick leave at the time the leave begins.
 - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability, giving estimated date of disability and confinement. Applications for leave must be made in writing forty (40) days before hospitalization or confinement. In case of emergency, time limits will not apply.
 - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.
 - d. Employees may continue to work up to the date of the estimated confinement or hospitalization. The leave shall begin earlier if considered to be in the best interests of the students and/or employee.
 - e. Section d., above, may be waived under the following conditions:

ARTICLE XIV - PAID LEAVES (con't)

1. Must be approved by a physician competent in the related field.
2. Must be approved by the Superintendent.
3. The Superintendent's decision will be final and will in no way establish a precedent.

ARTICLE XV
UNPAID LEAVES

- A. Unpaid Leave (Illness or Disability) See Article XIV, B.
- B. Unpaid Leave (Personal)
1. Unpaid leave may be granted, upon request, limited to one (1) year under the following conditions:
 - a. Request must be made in writing thirty (30) days before the leave is to begin. In case of emergency, time limits will not apply.
 - b. Must be for legitimate reasons.
 - c. May be recommended by the building principal or supervisor and must have approval of the Superintendent.
 - d. The decision of the Superintendent shall be final.
 - e. The employee on unpaid personal leave will be guaranteed a position for a period of up to one (1) year from the commencement of the leave. If the unpaid leave is sixty (60) work days or less in duration, the employee will be returned to the original job assignment.
 - f. All insurance benefits and other fringe benefits will be discontinued through the duration of unpaid leaves. As per Article XVIII, Fringe Benefits, Section E, an employee may make arrangements to self-pay their health insurance.
 - g. Seniority and salary step will be frozen at the time of the leave.
 - h. Failure to give ten (10) calendar days notice of desire to return to work will be deemed a resignation unless extenuating circumstances exist which are acceptable to the Superintendent or designee.
 - i. The employee on unpaid personal leave may be replaced by a substitute employee during the period of the leave.
- C. An employee who meets the qualifications of the Family Medical Leave Act may request an unpaid leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
1. The birth or care of a child.
 2. The adoption or foster care of a child.
 3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider (M.D. or D.O.).

ARTICLE XVI
HOLIDAYS

A. Employees, who have successfully completed their probationary period, will receive base pay for the following days if they fall during the regular work week and work year:

New Years Eve Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	Christmas Eve Day
Memorial Day	Christmas Day

B. If a holiday, listed in A., above, falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session.) If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.)

C. If an employee were to lose a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day, but shall be scheduled, based on the needs of the district.

D. The holiday pay shall be a sum computed by multiplying the employee's current hourly base rate of pay times the number of hours in the normal work day.

E. The four (4) days involved in spring recess not covered by Article XVII shall be granted without loss of pay for all paraeducators and media paraeducators, provided school is not in session.

F. When schools are closed for any unpaid days at Holiday Recess or mid winter break, employees who had perfect attendance (no absence during the previous twelve (12) month period (July 1 – June 30) will be granted two (2) paid days. Employees in this category with less than three (3) absences during this time period will receive one (1) paid day. These days must be requested a minimum of thirty (30) days prior to the date requested as a paid day.

H. Developmental Days will be determined by and consistent with the school district calendar. Use of paid leave days will not be approved on Developmental Days. Determination of mandatory and non mandatory employee attendance of Developmental Days will be by mutual agreement. Employee absences on non mandatory days will not effect holiday pay.

ARTICLE XVII
FRINGE BENEFITS

- A. The Board agrees to provide Health and Medical Benefits under the Clarkston Community Schools Health Plan for eligible employees hired prior to 7-1-03 as follows:

NGS PPO Health Plan Benefits will be pursuant to the Summary Plan. The PPO insurance plan year is July 1 – August 31 of the first year. The employee is responsible for amount exceeding the state-wide cap. Four options with various co-pays, deductibles and prescription costs will be available. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

1. **Current Plan:** Everything stays the same and each member pays the difference of the hard cap and the new rate of this plan.

\$200/\$400 – deductible

\$5/10/25 – office visit/urgent care/emergency room

\$10/20 – Rx (includes 2x MOPD)

Annual Cost to member:

Single: \$95.48

Double - \$190.84

Family - \$387.48

Option #1

\$200/\$400 – deductible

\$10/20/50 – office visit/urgent care/emergency room

\$10/60 – Rx (includes 2x MOPD)

Annual Cost to member: \$0 (Plan is below cap amount so member does not pay.)

Option #2:

\$200/\$400 – deductible

\$10/20/100 – office visit/urgent care/emergency room

\$10/20/40 – Rx (includes 2x MOPD)

Annual Cost to Member:

Single: \$47.60

Double: \$95.20

Family - \$255.84

Option #3:

\$250/\$500 – deductible

\$10/20/100 – office visit/urgent care/emergency room

\$10/40 – Rx (includes 2x MOPD)

Annual Cost to member: \$0 (Plan is below cap amount so member does not pay).

ARTICLE XVII FRINGE BENEFITS Cont'

- B. For all employees hired after 7-1-03, the board will provide a NGS PPO Health Care Plan (Appendix E). Health care coverage will be provided according to the following schedule:
- Employees working 10 months or less (paraeducators and media paraeducators) will be eligible for single person NGS PPO health plan coverage.
 - Hour requirements as described in Article XVIII I and J will apply
 - Newly hired 10 month eligible employees may upgrade their personal family coverage by co-paying the premium difference for 2 person or full family level of coverage through payroll deduction.
- C. The coverages listed are all subject to the terms and conditions of the Clarkston Community Schools benefit plan enclosed as Appendix A, B, C or in the Plan Summary booklets that will be provided to each employee.
- D. All eligible employees will receive the following benefits:
1. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 3. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit *who have another dental insurance coverage* which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit *who do not have anyother form of dental insurance coverage*. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVII
FRINGE BENEFITS Cont'

4. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits).

Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- F. Employees not selecting health insurance will receive a Cash In Lieu of Health Plan of one thousand dollars (\$1,000) per year, one-half (½) to be paid the first pay in December and one-half (½) to be paid the first pay in June.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- G. Newly eligible employees will not be eligible for benefits in Section C and E above, until the first of the month following the completion of their probation period with a satisfactory evaluation.

- H. If an employee shall terminate his/her employment with the district, the benefits listed in Section A shall also terminate.

- I. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months

Benefits in Section A will be provided for employees scheduled to work thirty-two and one-half (32 ½) hours or more per week or the maximum hours that the district is offering who have completed their probation period with a satisfactory evaluation.

- J. Employees (not substitutes) scheduled to work seventeen (17) hours per week who have completed probation with a satisfactory evaluation will be eligible for one-quarter (¼) of the cost of medical benefits

in Section A to be paid by the Board. Employees (not substitutes) scheduled to work from twenty (20) hours per week who have completed ninety (90) work days with a satisfactory evaluation will be eligible for one-half (½) of the cost of medical benefits in Section A or C to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.

- K. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.

- L. The parties agree that the Board has no obligation to provide health benefits coverage to either the spouse or dependents of an employee who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

**ARTICLE XVIII
COMPENSATION**

Paraeducator Wage Schedule 12-13 FREEZE

STEP	Assoc Degree, 60 Credits Highly Qualified
1	\$11.73
2	\$11.85
3	\$11.96
4	\$13.13
5	\$14.23
6	\$14.38

**Progression from one step to the next will continue to be frozen but you
Will get the increase in the step you are in.**

1. a. Longevity FREEZE: Employees with continuous employment from their date of hire as a special education paraeducator or media paraeducator with the Clarkston Community Schools shall receive longevity according to the following schedule. Outside experience credit will not apply.

	<u>Longevity Increase Per Hour</u>
After ten years of continuous employment	\$.32
After fifteen years of continuous employment	\$.09

Employees with fifteen years or more of continuous employment shall receive an off-scale payment in the amount of \$100 to be deposited in their district approved 403b account. This payment will be made in December of each year.

- b. Employees must, minimally serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step or longevity increment will be given on the next September 1 or March 1 after serving one (1) year period.
- A. No employee may receive more than two (2) longevity increments in their classification area.
- B. Severance: Based upon unused sick days, according to the following schedule:
1. Severance Pay - Upon resignation or death, employees shall be compensated for one-half (½) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 2. Retirement Pay - Upon vested retirement, employees who are vested shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
 3. In the event of an employee's death while still employed, with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 2.

ARTICLE XVIII - COMPENSATION (con't)

- C. Individuals who have more than 100 days will sell the balance of annually accrued days over 100 at \$50 per day.
- D. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent/designee.
- E. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- F. Employee Education: The board agrees to set aside five hundred dollars (\$500) annually (July 1-June 30) minimally divided equally among members for reimbursement for the following:
 - 1. Upon the written authorization and pre-approval of the Superintendent or his/her designee, employees may be permitted to attend conferences or workshops related to their job duties and responsibilities. Board approved professional development activities according to the following guidelines:
 - a. Application for reimbursement for professional development activities must be made on forms supplied by the Board to the Superintendent/designee. The allocation of funds shall be made on a first-come basis.
 - b. An employee may only be eligible for reimbursement of funds in a succeeding semester if funds are available after all applications have been approved for those who did not receive reimbursement the preceding semester.
 - c. The professional development activity must be in the area of the employee's assignment.
 - 2. Employees must have approval from the Superintendent/designee prior to beginning a professional development activity.
 - a. The employee, to qualify for reimbursement, must have successfully completed the activity with a grade of "C" or better or written evidence of satisfactory completion.
 - b. Reimbursement will be made after proof of successful completion of the activity (grade notification report) and cost invoice is submitted and approved by the Superintendent/designee.
 - c. Reimbursement will be granted at one-half (1/2) of the cost of the activity (registration or tuition).

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Work Stoppages

1. The Association recognizes that the cessation or interruption of services by non-professional personnel is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the support personnel, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence from their positions, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any support personnel or group of support staff, and pledge themselves to the purpose of insuring continuation of the educational program.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this Agreement or any grievance filed thereunder.
3. Violation of this Article by any support personnel, or group of support personnel, will constitute just cause for the imposition of discipline or penalties.
4. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

B. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe. The Association Representative and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment, or situation. Any employee who has notified their supervisor in writing that they are using equipment they consider unsafe will receive a written acknowledgment from the supervisor.

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

D. Savings Clause - If any provision of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of Agreement - The cost of printing the Master Agreement will be shared equally between the Board and the Association. Copies will be presented to the Association for distribution to the employees prior to the ratification of this Agreement. Employees thereafter employed will receive copies of the Agreement at the time of employment.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- F. Supersedence of Policy - This Agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- G. Notification - The Association will notify the personnel office of currently elected officers or changes in officers or representatives. The personnel office will notify the current Association President of any new personnel hired, upon written request.
- H. Medication - Employees of this bargaining unit are covered under the School District Liability Policy. If any employee is required to perform a medically invasive procedure i.e. catherization, feeding tubes, etc., employee will receive appropriate training from a medical professional along with annual written documentation. If any employee is complained against or sued in conjunction with first aid and/or administering medication or medically invasive procedure i.e. catherization, feeding tubes, etc., the Board shall render all justifiable assistance to the employee in defense of such complaint or suit according to the terms of the liability policy.
- I. Employee Handbooks - Any changes in a current Employee Handbook will be shared with the Association prior to implementation.
- J. School Closing: (Following successful completion of probationary period)
- a. When schools are closed due to snow or ice, acts of God, or lack of power, these employees shall not be required to report for duty and shall not suffer loss of pay for the first three (3) such days. If schools are closed for four (4) days, special education paraeducators and media paraeducators may use emergency day if available. If schools are closed for more than four (4) days, employee will not receive compensation for these days. However, make-up days will be fully compensated. If state law changes to require more than 180 days of instruction or if the teacher Master Agreement provides for less than 181 days of instruction, the number of days allowed will be controlled by state law.
 - b. Special education paraeducators and media paraeducator: In the event school is closed early due to snow or ice, acts of God, or lack of power, employees will be paid for the actual hours worked. These employees may use a personal day, emergency day, or not be paid for the remainder of the day.
- K. Student Discipline
1. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect the personal safety of themselves or staff members, visitors, or other students, or to prevent damage to district property. Employees should be familiar with alternatives to corporal punishment as listed in Board of Education Guideline 5630.

ARTICLE XIX **MISCELLANEOUS PROVISIONS**

L. Summer Unemployment Compensation Pay-Back

- An employee of this Association who is laid off and who is paid unemployment compensation benefits, chargeable to the district during the summer immediately following the layoff, and who is subsequently recalled to a position during the next school year within two (2) calendar weeks of the beginning of the next school year, shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess. The adjustment will occur over the first three (3) pay periods after recall or after the district becomes aware of the unemployment compensation payments.

M. The Board and Association agree to mutually work toward reducing absenteeism among employees. Excessive absenteeism may be grounds for disciplinary action, including dismissal.

N. Any member who is to meet for discipline or contract concerns will have a representative present if desired. Any other meetings with a supervisor or parents may be rescheduled or delayed if the member has need of representation after the meeting has started.

O. Paraeducators shall adhere to district policy regarding dress code. This policy will be discussed with all employees annually.

PARAEDUCATOR GRIEVANCE REPORT FORM

School District _____	Grievance _____
School _____	Date of Violation: _____
	Date of Grievance: _____

Article/s Violated:

Section/s Violated:

Subject to the provisions of the professional agreement between the Board and the Association, I hereby submit this grievance.

State of the Grievance:

Remedy Requested:

Date: _____	_____
Disposition of Immediate Supervisor:	Signature of the Grievant (Use reverse side for additional signatures if more than one.)

Date: _____

Signature of Immediate Supervisor

Grievant's Disposition: Satisfactory _____ Unsatisfactory _____

APPENDIX A

Disposition of Superintendent or Designee:

Date: _____

Signature of Superintendent or designee

Grievant's Disposition: Satisfactory _____

Unsatisfactory _____

Date: _____

Signature of Grievant



**OVERVIEW OF MEDICAL BENEFITS
EFFECTIVE JULY 1, 2012**

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Deductible applies to essential and non-essential benefits								
• Individual	\$200	Not Covered	\$200	Not Covered	\$200	Not Covered	\$250	Not Covered
• Family	\$400	Not Covered	\$400	Not Covered	\$400	Not Covered	\$500	Not Covered
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Pre-Certification	All transplant procedures must be pre-certified. Failure to pre-certify a transplant procedure may result in a reduction in benefits.							
MEDICAL EXPENSES – ESSENTIAL BENEFITS								
	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Hospital-Inpatient	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Surgery	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Hospital Visits	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Emergency Room	100%, after \$25 co-pay (Co-pay waived if admitted)	100%, after \$25 co-pay (Co-pay waived if admitted)	100%, after \$50 co-pay (Co-pay waived if admitted)	100%, after \$50 co-pay (Co-pay waived if admitted)	100%, after \$100 co-pay (Co-pay waived if admitted)	100%, after \$100 co-pay (Co-pay waived if admitted)	100%, after \$100 co-pay (Co-pay waived if admitted)	100%, after \$100 co-pay (Co-pay waived if admitted)
Urgent Care	100%, after \$10 co-pay	<u>100%</u> , after \$10 co-pay Emergency Only	100%, after \$20 co-pay	<u>100%</u> , after \$20 co-pay Emergency Only	100%, after \$20 co-pay	<u>100%</u> , after \$20 co-pay Emergency Only	100%, after \$20 co-pay	<u>100%</u> , after \$20 co-pay Emergency Only

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Allergy Testing and Injections	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Ambulance	100%	100%	100%	100%	100%	100%	100%	100%
Anesthesia	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Blood	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Cardiac Rehabilitation	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Chemotherapy	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Chiropractic Care <ul style="list-style-type: none"> Office Visits, Spinal Manipulation/A djustment, Physical Therapy and X-rays (24 visits in a calendar year)	100%, after deductible then \$5 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered
Consultations <ul style="list-style-type: none"> Inpatient Office and Outpatient 	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Contraceptives Implants, Injections and Devices (IUD and diaphragms)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Diabetes Management Program - Outpatient	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Dialysis	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Fertility Testing/Surgical Procedures to determine cause and surgical procedures to correct	50%	Not Covered	50%	Not Covered	50%	Not Covered	50%	Not Covered
Hearing Aids (limited to binaural every 36 months)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Home Health Care	100%, after deductible then \$5 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered	100%, after deductible then \$10 co-pay	Not Covered
Hospice (Respite care limited to 5 days during a 30 day period)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Implants	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Injections	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Laboratory Testing	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Medical Equipment and Supplies , including diabetic supplies, insulin pumps, blood glucose monitors	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Mental Disorders and/or Substance Abuse Expenses <ul style="list-style-type: none"> Inpatient Outpatient 	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
	100%, after \$5 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered
Nursing - Private Duty	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Occupational Therapy <ul style="list-style-type: none"> Facility and Clinic (limited to 60 visits in a calendar year combined with speech and physical therapy)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Office Visits	100%, after \$5 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	Not Covered
Orthotics , excluding shoe inserts and arch supports	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Physical Therapy (limited to 60 visits in a calendar year combined with occupational and speech therapy)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Pregnancy Related Expenses-Mother <ul style="list-style-type: none"> • Pre and Post Natal Care • Delivery 	100%, after \$5 co-pay (co-pay applies to the initial visit only)	Not Covered	100%, after \$10 co-pay (co-pay applies to the initial visit only)	Not Covered	100%, after \$10 co-pay (co-pay applies to the initial visit only)	Not Covered	100%, after \$10 co-pay (co-pay applies to the initial visit only)	Not Covered
	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
	OPTION I		OPTION II		OPTION III		OPTION IV	
Prescription Drugs NETWORK ONLY	<u>34-day supply Retail</u> <ul style="list-style-type: none"> • Generic \$10 co-pay • Brand \$20 co-pay 		<u>34-day supply Retail</u> <ul style="list-style-type: none"> • Generic \$10 co-pay • Brand \$60 co-pay 		<u>34-day supply Retail</u> <ul style="list-style-type: none"> • Generic \$10 co-pay • Preferred \$20 co-pay • Non-Preferred \$40 co-pay 		<u>34-day supply Retail</u> <ul style="list-style-type: none"> • Generic \$10 co-pay • Brand \$40 co-pay 	
	<u>Mail Order 90-day supply</u> <ul style="list-style-type: none"> • Generic \$20 co-pay • Brand \$40 co-pay 		<u>Mail Order 90-day supply</u> <ul style="list-style-type: none"> • Generic \$20 co-pay • Brand \$120 co-pay 		<u>Mail Order 90-day supply</u> <ul style="list-style-type: none"> • Generic \$20 co-pay • Preferred \$40 co-pay • Non-Preferred \$80 co-pay 		<u>Mail Order 90-day supply</u> <ul style="list-style-type: none"> • Generic \$20 co-pay • Brand \$80 co-pay 	

	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<p>Preventive Care</p> <ul style="list-style-type: none"> Required preventive care as defined by PPACA including but not limited to: <ul style="list-style-type: none"> Immunizations, including flu shots Well child care Routine physical exams Screening for high blood pressure Mammogram Screening for cervical cancer Screening for cholesterol Screening for diabetes Screening for colorectal cancer <p>NOTE: For additional information including any limitations go to the website www.uspreventiveservicestaskforce.org</p> <ul style="list-style-type: none"> Prostate Specific Antigen (PSA) exam and related testing 	100%,	Not Covered	100%,	Not Covered	100%,	Not Covered	100%,	Not Covered
	NOTE: Immunizations received at the local health department will be covered at the Network benefit.							

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Prosthetic Devices (Specially designed prosthetic bras are limited to 4 in a calendar year)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Radiation Therapy	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Skilled Nursing Facility (limited to 90 days in a calendar year)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Speech Therapy <ul style="list-style-type: none"> Facility and Clinic (limited to 60 visits in a calendar year combined with occupational and physical therapy)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Transplants Human Organs (Cornea, Kidney, Skin)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Transplants Bone Marrow	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Transplants Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung	(Designated Transplant Network) 100%	Not Covered	(Designated Transplant Network) 100%	Not Covered	(Designated Transplant Network) 100%	Not Covered	(Designated Transplant Network) 100%	Not Covered
Weight Management for Morbid Obesity	100%, after deductible and separate \$1,000 co-pay for weight reduction procedures	Not Covered	100%, after deductible and separate \$1,000 co-pay for weight reduction procedures	Not Covered	100%, after deductible and separate \$1,000 co-pay for weight reduction procedures	Not Covered	100%, after deductible and separate \$1,000 co-pay for weight reduction procedures	Not Covered

	OPTION I		OPTION II		OPTION III		OPTION IV	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
X-rays	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
All Other Covered Expenses	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Medical Expenses - NON-ESSENTIAL BENEFITS								
Transplants \$10,000 maximum for transportation, meals and lodging for patient and 1 companion (2 if the patient is a minor)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered
Vision (eye glass frames for glasses following cataract surgery limited to \$250 in a calendar year)	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered	100%, after deductible	Not Covered

NOTE: This is only a brief overview of benefits. Please refer to the sections of the plan for complete information on the eligibility provisions, limitations and for all other terms of the plan.