

# MASTER AGREEMENT

Between the

Clinton County Regional Education Service Agency

and the

Clinton County Paraprofessional Association,  
CAEA/MEA/NEA



2016-17

And

2017-18

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**AGREEMENT**

**BETWEEN**

**CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY**

**AND**

**CLINTON COUNTY PARAPROFESSIONAL ASSOCIATION, CAEA/MEA/NEZ**

This Agreement commencing July 1, 2016 and ending June 30, 2018, by and between the Clinton County Paraprofessional Association-CAEA/MEA/NEA (CCPPA), hereinafter called the "Union," and Clinton County Regional Education Services Agency (CCRESA) Board of Education, hereinafter called the "Employer."

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

**ARTICLE 1 - PURPOSE**

**1.1 Agreement**

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

**1.2 Dispute Resolution**

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

**1.3 Maintenance of Standards**

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement

## **ARTICLE 2 - RECOGNITION**

### **2.1 Bargaining Unit Defined**

The CCRESA Board of Education hereby recognizes CCPPA/CAEA//MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full-time and regular part-time, probationary and non-probationary, or on leave Paraprofessional employees of CCRESA. Excluded are supervisors and all other employees.

### **2.2 Employees**

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. A bargaining unit member who is employed permanently and who is not temporary or a substitute.
- b. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of sixty (60) school days in which the member reports to work.
- c. School-year employee: A bargaining unit member employed to work the number of days required that follows the school calendar.
- d. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

## **ARTICLE 3 - EXTENT OF AGREEMENT**

### **3.1 Severability**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within thirty (30) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

### **3.2 Individual Agreements**

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

## **ARTICLE 4 – PAYROLL DEDUCTIONS**

### **4.1 Notification/Indemnification**

The Employer shall notify the Association of any newly employed bargaining unit members prior to his/her first day of employment.

The Association agrees to indemnify and save the Employer, including each individual school board member and administrator, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Employer for the purpose of complying with this Agreement.

If any provision of this Article is deemed invalid under federal or state law, said provision shall be modified to comply with the requirements of the law.

### **4.2 Payroll Deductions**

Upon appropriate written authorization from the paraprofessional, the Board shall deduct from the salary of any paraprofessional and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board. A cafeteria plan to provide optional fringe benefits is available to paraprofessionals.

### **4.3 Pay Periods**

All paraprofessionals will submit a completed timecard on a semi-monthly basis, consistent with the scheduled pay periods as determined by the Business Office.

The pay periods shall be spread over 20 or 24 pay periods as selected by the individual paraprofessional pursuant to Appendix B – Paraprofessional Wage Computation Sheet.

Pay shall be based on the annual salary calculation of the individual paraprofessional. Reconciliation of the presumed hours worked and the actual hours worked by each paraprofessional shall be done in May of each year and reflected in the next pay period. In the event that a paraprofessional has exhausted his/her sick and personal days, the employee's pay for actual hours worked shall be reconciled in the employee's next scheduled pay period.

## **ARTICLE 5 - UNION RIGHTS**

### **5.1 Information**

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; and census and membership data.

### **5.2 Use of Facilities or Equipment**

The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment, providing it has trained operators, at times which do not interfere with or interrupt normal operations or the employees' duty time. If it does interfere with or interrupt normal operations or the does affect the employee's duty time it must be approved by the administration. The Union shall pay the cost of rental fees, all materials, supplies and other costs incidental to such use.

### **5.3 Mail**

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer.

### **5.4 Union Leave**

The Union shall have five (5) total days annually of Union leave time at the Employer's expense, provided that the Union reimburse the Employer for a substitute should one be required. The Union shall access this time by written notice to the Employer by the Union President.

Union Stewards may, when necessary, attend to other Union matters during working hours, provided: 1) that they request such time off from their principal administrator and notify the principal administrator before the meeting, and: 2) that their leaving work temporarily will not disrupt operations. If the terms of this section are complied with, the Employer will not deduct any pay for up to twenty (20) hours per the bargaining unit of such time each contract year (July 1 – June 30) for all representatives in said bargaining unit. If the Union exceeds the twenty (20) hours before the end of the contract year, any additional time off will be without pay.

### **5.5 Special Conferences**

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) working days of such request.

### **5.6 Competing Organizations**

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

## **ARTICLE 6 - EMPLOYER RIGHTS**

### **6.1 Board Rights**

Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under the Michigan Revised School Code or any other Laws or regulations. The Union recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Clinton County Regional Education Service Agency (CCRESA) Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.

The Employer agrees to enforce, as they pertain to the CCRESA, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation.

### **6.2 Limitations**

The Employer recognizes that this Agreement sets forth limitations on the named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights, which ordinarily vest in and have been exercised by the Employer shall continue to vest exclusively in and be exercised by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:

Manage and control its business, its facilities, its equipment, and its operation.

Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.

Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.

Determine the services, supplies and equipment necessary to continue its operations.

Adopt reasonable rules and regulations.

Determine the qualifications of employees, including health conditions.

Determine overall goals and objectives as well as the policies affecting the educational programs.

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

Determine the size and content of the management organization, its functions, authority, and amount of supervision and the table of organization.

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

## **ARTICLE 7 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS**

### **7.1 Right to Organize**

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection.

### **7.2 Rights Provided by Law**

The parties recognize that bargaining unit members enjoy all rights provided to them by law and that this Agreement shall be interpreted and applied in a manner consistent with the law. If a bargaining unit member brings a claim against the Board in any judicial or administrative forum alleging a violation of that individual's legal rights, any proceedings related to those claims shall not be denied through the Grievance Procedure in this Agreement.

### **7.3 Non-discrimination**

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

### **7.4 Discipline and Discharge**

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, and discharges. Probationary employees (60 work days) may be discharged without just cause at the discretion of the Employer.

### **7.5 Written Discipline**

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action and a full signature of the employee acknowledging receipt of the written reprimand. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union in a timely fashion.



## **7.6 Response to Discipline**

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. The letter must be signed and dated and filed within ten (10) working days of the written disciplinary action. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

## **7.7 Representation**

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

## **7.8 Discipline System**

The district will normally use progressive discipline to address unacceptable acts or performance based issues. Depending upon the severity of the offense, progressive discipline will normally be followed but may include any of the following:

- A. Oral warning or reprimand;
- B. Written warning or reprimand;
- C. Disciplinary suspension with pay;
- D. Disciplinary suspension without pay;
- E. Termination of employment.

The following acts or omissions by any employee of the district, individually or in concert with any other person or persons, occurring during the course of employment, or apart from employment and of such a nature as to be harmful to the persons served by CCRESA shall constitute cause for conducting an investigation and may result in discipline up to and including termination.

1. Conduct, which violates any, established rules, regulations, policies or directives of the Board.
2. Conduct on the job, which violates local, state or federal law.
3. Conduct that is prejudicial to the proper administration of the duties and obligations imposed on the district by the laws of this state.
4. Conduct that exposes the district or educational profession to contempt, censure, ridicule or reproach.
5. Disclosure of official business that is considered confidential, within the policy of the district (CONFIDENTIALITY/FERPA).
6. Below acceptable standard work performance.
7. Insubordination.
8. Excessive tardiness.
9. Excessive absenteeism.
10. Falsification of time sheets.

## **7.9 Personnel Files**

Paraprofessionals shall have the right to examine their permanent personnel file at the convenience of the Administration at a time mutually agreed to by the paraprofessional and administrator and in the presence of the administration. No information will be released from the employee's personnel file to anyone without first providing notification to the affected bargaining unit member and/or approval as according to law.

## **7.10 Adverse Material**

The Bullard-Plawecki Act will be followed before any disclosure of personal information to a third party.

## **7.11 Complaints**

Any official complaint (written and signed) about an employee's conduct or performance shall be called to the employee's attention within five (5) working days of the receipt of the complaint by the Associate Superintendent for Special Education/Designee. The employee shall receive a copy of the written complaint and shall be given an opportunity to respond to questions during an investigation before disciplinary action is taken. A written report summarizing the investigation of the complaint will be issued within fourteen (14) working days of the date the complaint was filed, absent extenuating circumstances that prevent conclusion of the investigation. In that event, the Employer will notify the Union and employee of the date on which the investigation is expected to be completed.

## **7.12 Assault**

Any case of employment related assault and battery by or upon an employee shall be immediately reported to the employee's supervisor. Any action taken will be in conformity with the law, board policy, administrative regulations or district procedures.

## **7.13 Fair and Equitable Treatment**

The Employer agrees to treat all employees fairly and equitably.

## **7.14 Accommodation**

The Employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

The parties will look to the factors set forth in the Americans with Disabilities Act and section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the problems of the parties. All time lines herein delineated shall be considered working days. A "working day" shall be Monday through Friday when an employee is scheduled to work, excluding winter, spring and summer breaks as well as holidays and other days consistent with the school/work calendar.

The following matters shall not be subject to arbitration, the Board's decision shall be final:

1. Termination or discipline of probationary employees.
2. Scheduling of the work year, workweek, and workday.
3. Granting or denying discretionary leaves of absences.

### **8.2 Definition of a "GRIEVANCE"**

A "grievance" shall mean a specific charge claim and/or a complaint by the Union, bargaining unit member or group of bargaining unit members that there has been a provision of this Agreement that has been violated or misinterpreted. Union concerns, unrelated to the provisions of this Agreement, may be pursued through administrative channels, but is not a grievance and will not be subject to the procedures below.

### **8.3 Response**

Immediate supervisors and administrative personnel shall consider promptly all grievances presented to them within the scope of their authority and take such timely action as is required.

### **8.4 Singular or Joint**

Grievances under this Agreement may be initiated by employees in the bargaining unit either singularly or jointly by the Union. Probationary employees have no right to the grievance procedure for discipline or discharge, but they may have access to grievance procedure if the contract has been violated.

### **8.5 Procedure**

All grievances will be handled according to the following procedure. (A supervisor or administrator confronted with a grievance, which he/she lacks authority to resolve, may, upon notification to the Union, advance it to the step where it can be dealt with):

#### **Step 1 - Informal Initiation of Grievance:**

Any employee who believes he/she has a grievance shall discuss the issue on an informal basis with his/her immediate supervisor. Union grievances will be filed with the immediate supervisor who is in charge of the area being complained of. The employee will request such discussion

within ten (10) working days of the incident-giving rise to the grievance. The employee shall inform the supervisor that the request is Step 1 of the grievance procedure. The employee may have the assistance of a Union representative if the employee so chooses.

The supervisor will hold such discussion with the employee and the Union representative, if requested by the employee, as promptly as possible consistent with not interrupting the normal course of work: but in no case more than five (5) working days after the discussion is requested by the employee.

If the grievance is settled without the participation of the Union, the Union shall be informed of the terms of the settlement.

### **Step 2 - Formal/Written Initiation of Grievance:**

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the employee or Union and submitted to the appropriate supervisor within five (5) working days from the day of discussion with the supervisor. The written grievance shall include:

- (1) Specific sections(s) of this Agreement alleged to have been violated.
- (2) A statement of the facts giving rise to the grievance, inclusive of the persons involved.
- (3) The relief requested.
- (4) Signature of employee or Union Representative.
- (5) The date the grievance is filed.
- (6) Why the District's answer at Step 1 was not acceptable.

Within five (5) working days after receipt of the grievance, the appropriate supervisor shall give his/her answer in writing to the employee, with a copy to the Union.

### **Step 3 - First Appeal:**

In the event that the employee is not satisfied with the disposition at Step 2, within ten (10) working days after receipt of the appropriate supervisor's answer, he/she may appeal the grievance to the Associate Superintendent for Special Education\designee. The appeal must be in writing and endorsed by a Union Representative. Within ten (10) working days of receipt of the written appeal, the Associate Superintendent for Special Education (or his/her designee) shall hold a hearing in an attempt to resolve the grievance.

Within ten (10) working days after conclusion of the hearing, the administrator or designee shall present the grievant with a written answer to the grievance with a copy to the Union Steward.

### **Step 4 - Appeal to the Superintendent:**

In the event that the employee is not satisfied with the disposition at Step 3, within ten (10) working days after receipt of the Associate Superintendent for Special Education's /designee's answer, the employee shall notify the Special Education Administrator\designee, in writing, that he/she desires to continue the grievance. The Union may request to appeal the grievance to the Superintendent or the Union may request to proceed immediately to Step 5.

Upon receipt of the Union's request to continue the grievance, the Superintendent\designee shall hold a hearing within ten (10) working days of receipt of the written appeal in an attempt to resolve the grievance.

Within ten (10) working days after conclusion of the hearing, the Superintendent or designee shall present the grievant with a written answer to the grievance with a copy to the Union Steward.

The Union may within ten (10) working days of receipt of the decision of the Superintendent request in writing to proceed to Step 5.

### **Step 5. Arbitration:**

- A. To invoke arbitration, the Union must give written notice to the Superintendent\designee. If the parties cannot mutually agree on an arbitrator within ten (10) working days, the matter will be promptly referred to the Michigan Employment Relations Commission or the American Arbitration Association, in accordance with their respective voluntary arbitration rules and an arbitrator will be selected. The arbitrator so selected shall hear the matter promptly and will issue his/her decision as soon as possible after the date of the closing of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue(s) submitted.
- B. The jurisdiction of the arbitrator shall be limited to grievances arising out of the definition of a grievance contained within the Agreement or any written amendments hereto or supplements hereto. The arbitrator shall have full discretion to uphold or rescind disciplinary measures imposed by the Board.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or Amendments.
- D. The decision of the arbitrator shall be final and binding upon both parties.
- E. The fee and expenses of the arbitrator shall be split. The Board shall upon request, make employees who are on duty, available as witnesses. One Steward or Union Officer designated by the Union may attend any arbitration proceeding without loss of compensation in any matter.

### **8.6 Time Limits**

The parties have determined that time is of the essence and that the time limits for initiation, answering and appeal of grievances are mandatory. The parties recognize and agree that all labor disputes must be quickly resolved in conformance with the Master Agreement language. All time lines outlined in this Article must be strictly complied with, subject to below.

Time limits at any step of the grievance procedure may be extended only by mutual written agreement between all parties involved. In the event that a grievance is not presented, or is not appealed from one step to another, within the time limit provided, the grievance will be considered as being withdrawn or settled on the basis of the Board's last answer. Failure of the Board to respond to a grievance at any step within the time limits specified shall be considered a denial of the grievance. An employee may withdraw further consideration of a grievance at any stage of the

procedure, up to Step 5. Only the Union may appeal a grievance to step 5 or withdraw a grievance that has been appealed to Step 5.

### **8.7 Notice of Outside Representation**

If the employee is represented by legal counsel who is a non-MEA representative at any Step of the grievance procedure, the Supervising administrator\designee will be given at least three (3) working days in advance notice, and may appoint him\herself or a designee as the Board representative.

## **ARTICLE 9 - SCHOOL CLOSURE/DISMISSAL**

### **9.1 School Closing**

When an act beyond the control of the District, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members will be notified via radio, television, telephone and or the e-mail system.

If a school district in which a paraprofessional works is open, the paraprofessional is required to report for work.

If a school district in which a paraprofessional works is closed, the paraprofessional is not required to report for work and will be excused from reporting to duty.

Six (6) days of pay or the hourly equivalent for inclement weather related closures will be allocated to paraprofessionals at the beginning of the school year.

Employees will be required to work days that are rescheduled and will be compensated consistent with the employee approved work schedule.

### **9.2 School Cancellation after Opening**

Except in the case of inclement weather, when the start of school is delayed, or dismissal occurs prior to the regularly scheduled end of the day, paraprofessionals will be paid for actual hours worked, as verified by the classroom teacher, program supervisor and/or Associate Superintendent.

## **ARTICLE 10 - WORK YEAR, WORK WEEK, WORKDAY**

### **10.1 Work Year**

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, and holidays, except for those classifications described below:

Paraprofessionals designated as school year employees shall have a designated calendar/work year specified by program, which coincides with the student attendance year and shall be consistent with break periods as listed in this Agreement. In addition to day designated for professional development for paraprofessional staff within the calendar or as otherwise mutually scheduled.

### **10.2 Working Hours**

Daily work hours – The individual schedule of each paraprofessional, including reporting time, lunch, breaks, and daily dismissal time, will be established by the Superintendent or his/her designee. Prior to the implementation of a change in work schedule, at the request of the administration, notice will be provided to the affected paraprofessional.

Time Reporting – Documentation of time worked is to be submitted to the program supervisor for approval and verification within established timelines. Teachers and/or program supervisors must verify the documentation reflecting approved work hours.

### **10.3 Duty-Free Lunch**

All bargaining unit members working six (6) or more hours in a day within ECSE programs may have an unpaid lunch period of 30-60 minutes. The scheduling of unpaid lunch periods shall be determined by the employer. All other paraprofessionals staff will have a working lunch unless otherwise determined by administration (programming needs and staffing levels can impact this option).

### **10.4 In-Service**

All bargaining unit members shall be provided a minimum of 3 days of professional development per school year that is built into the school calendar. Additional days may be authorized by administration based upon identified needs.

Meetings - Paraprofessionals will not as a general rule be required to attend parent-teacher conferences or IEPT meetings. Variations to this provision must be approved by the program supervisor and administrator. Paraprofessional staff required to attend a scheduled staff meeting will be compensated if such time falls outside the regular working hours. Voluntary meetings will be optional and compensation will not be provided.

## **10.5 Extended School Year Employment**

Employment in a program that extends beyond the regularly scheduled school year is at the discretion of paraprofessionals.

Those paraprofessionals working in programs during the school year that also operate during the summer will be given the first choice of accepting summer employment. Priority will be given to individuals who commit to working the full summer calendar.

By March 15 of each year, interested paraprofessionals must complete and submit Appendix E with regard to summer employment. The employer shall advise paraprofessionals of the summer assignment by June 1 of each school year.

If available paraprofessional positions are not filled by regular employees, these may be filled at the discretion of the program administrator.

A half-day of additional personal leave will be earned by paraprofessionals working the extended school year.

One full day of personal leave will be earned by paraprofessionals who work the entire summer schedule for programs that operate during June, July, and August. (230 day programs)

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by having the highest last four digits of the social security number.

### **11.2 Probation**

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be the first sixty (60) school days, in which the member reports to work.

During this time the paraprofessional's performance will be evaluated, and the paraprofessional will be advised of performance in writing by their supervising administrator. The employee's supervisor will identify any significant problem area and establish the corrective measures to be taken, in writing. If during or following the completion of the probationary period, the employee's performance has not met the requirements of the position, the employee may be re-assigned or terminated.

All probationary paraprofessionals will submit a completed timecard on a semi-monthly basis, consistent with the scheduled pay periods as determined by the Business Office.



Pay shall be based on the completed timecard submitted by the probationary employee on a semi-monthly basis. Upon completion of the probationary period, Article 4.3, Paragraphs b and c shall apply and be given full force and effort

Satisfactory performance will result in the paraprofessional's placement on Step 1 of the pay scale. (See Appendix A – Salary Schedule)

### **11.3 Classifications**

There is one overall classification. However, there are some educational requirements that are part of EI programs that are not currently part of the job requirements for other special education paraprofessional positions.

For purposes of this Agreement, all bargaining unit members shall be placed in the paraprofessional classifications based on their current assignments.

### **11.4 Seniority List**

The Employer shall prepare, maintain and provide to the union president the seniority list. The initial seniority shall be prepared within thirty (30) work days after the effective date of this Agreement, with revisions and updates prepared and provided to the union president annually thereafter.

### **11.5 Seniority Lost**

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position. Should a bargaining unit member transfer to a non-bargaining unit position their seniority shall be frozen up to a maximum of one (1) year, and upon their return to a vacant bargaining unit position for which they are qualified, they shall begin accumulating seniority. Transferring to a non-bargaining unit position beyond one (1) year, and upon returning to vacant position for which they are qualified, shall lose all seniority thereafter.

## **ARTICLE 12 - VACANCIES, TRANSFERS, AND PROMOTIONS**

### **12.1 Vacancy Defined**

A vacancy shall be defined as a newly created position or a present position that is not filled.

Should a vacancy occur at the discretion of administration, consideration will be given to paraprofessionals on layoff with specialized training/experience/qualifications/seniority needed for the specific setting, while minimizing disruption for classrooms and students.

### **12.2 Posting of Position**

New positions or vacant positions will be posted electronically and by e-mail to all paraprofessional bargaining unit members, and open for a period of ten (10) days. A hard copy shall be posted in each building. Paraprofessional staff must submit a letter of interest for the posted position via the districts on-line application system and the administration will give consideration to the request(s) received, with emphasis being placed on maintaining continuity within classroom programs during the course of the regular school year. Staffing decisions shall be at the sole discretion of the administration after giving consideration to written requests submitted by staff.

### **12.3 Request for Transfer**

Paraprofessional staff seeking a change in their assignment for the following school year must submit their request in writing by April 1<sup>st</sup> of each school year. Such requests will be taken into consideration by administration with consideration being given to the following factors: experience, qualifications, performance and seniority. Copies of all requests for position changes and temporary positions shall be sent to the Associated Superintendent for Special Education and the Union President or designee.

### **12.4 Vacancy Posting**

Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description

### **12.5 Award of Vacancies**

Staffing decisions shall be at the sole discretion of the administration after giving consideration to written requests submitted by staff.

### **12.6 Involuntary Transfers**

An explanation will be given to the involuntary transferred bargaining unit members.

## **12.7 Open Position – Reference to Section 504**

If a paraprofessional is unable to carry out the responsibilities of a particular classroom assignment, and upon request and documentation of a disability that can't be reasonably accommodated within the current assignment (as discussed in the interactive process) then other paraprofessional staff will be asked to voluntarily transfer to this person's position, thereby allowing the affected paraprofessional to transfer to a more appropriate assignment for which they are qualified and reasonable accommodations can be implemented without altering the essential job functions. If no other paraprofessionals wish to voluntarily transfer, the administration will initiate an involuntary transfer based on seniority, qualifications, experience, and performance. Should identified restrictions be so extensive that reassignment cannot be reasonably achieved, the employee will need to request an unpaid leave of absence for up to 60 days.

## **12.8 New Position**

Any paraprofessional position opening that occurs after January 1<sup>st</sup> of the school year may be filled by a temporary substitute for the remainder of the school year. Qualified bargaining unit members on layoff status shall be given the opportunity to fill a substitute position through the CCRESA substitute system, first without affecting their rights for recall to a permanent position.

If the position is needed for the succeeding school year, it shall be posted for the bargaining unit members to make application according to the provisions outlined in the Agreement unless there are bargaining unit members eligible for recall first.

## **ARTICLE 13 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

### **13.1 Title**

It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and necessary support staff, and that the procedures set forth here shall be used in laying off employees. Should a layoff be necessary, written notice shall be given to bargaining unit members 15 calendar days before the effective layoff date. If reductions in paraprofessional personnel are determined necessary, the following progression shall be used within the total bargaining unit.

Seniority, Qualifications\*, Experience, and Performance

\* Qualifications: Any state, federal or CCRESA identified requirements for the position.

### **13.2 Recall**

Effective September 14, 2011:

If, within (15) months of the layoff, positions are to be refilled in which the layoff occurred, laid off employees are to be recalled in inverse order of layoff date, with consideration of seniority, qualifications, experience and performance/evaluations.

If, within (15) months of the layoff, any new positions are created, laid off full-time employees are to be given priority consideration in inverse order. Laid off employees being considered for a new position must be fully qualified for the vacancy.

Benefits for laid off paraprofessional will continue through the duration of the month in which the layoff takes place. A COBRA option will be provided to those employees who are eligible and at their own cost who desire an extension of their insurance beyond this time frame.

### **13.3 Recall Notification**

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work and must report to work within 15 calendar days of receipt of notice to return to work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Seniority shall be frozen for the duration of the layoff period.

## **ARTICLE 14 - PAID LEAVE**

### **14.1 Jury Duty**

The Clinton County RESA will pay a paraprofessional who is called for jury duty at the regular rate of pay, minus payments received from the court for time served as a jury member when jury duty takes place during the employee's normal work schedule.

### **14.2 Sick Leave**

At the beginning of each school year, each paraprofessional shall be credited with twelve (12) days of leave annually. These days will be prorated for paraprofessionals who do not work a full school year. Four (4) of these sick leave days may be used for personal business. Personal business must be approved by the Special Education Department Administrative Supervisor at least 48 hours in advance of the date. In the absence of the Administrative Supervisor this request should come to the Assistant Superintendent. Personal business days will not be used during or prior to or after scheduled breaks. Personal business days are for business activity that cannot be accomplished before or after normally scheduled work hours. No more than two staff members can request a personal business day at one time. (See Appendix C)

Sick leave may be used for personal illness or during a serious illness of an immediate family member. Immediate family members shall be defined as: spouse, children, stepchildren, parents, in-laws, brothers, sisters, grandparents, legal dependents and members of the employee's household.

Paraprofessionals working less than a full schedule will earn sick leave on a pro-rated basis consistent with their FTE employment.

The Clinton County RESA may require evidence of illness for absences in excess of three consecutive days, in cases of repeated absences or in cases of excessive use of sick days. Unused sick leave will accumulate to a maximum of forty-five (45). Any paraprofessional with forty-five (45) days of accumulated sick leave will be paid, at the daily paraprofessional substitute rate, for accumulated days earned in excess of forty-five (45). This payment will occur in June. Absences must be reported via the established Substitute System on or before 6:00 a.m. of the day of the absence. Upon retirement, all unused sick leave will be paid at the daily paraprofessional substitute rate. Only employees with a minimum of 15 years of service at CCRESA are eligible for this compensation.

### **14.3 Illness During the Work Day**

Illness occurring during the workday is to be reported to the classroom teacher and administrative program supervisor, or in the absence of the administrative program supervisor, report needed absence to the Associate Superintendent. Absences will be reported as half day or full day increments.

### **14.4 Bereavement**

In the case of death among a member of the paraprofessional's immediate family, up to five (5) leave days may be granted. These days will not be deducted from accrued sick leave. Additional days may be granted by the Superintendent/designee. These additional days, if granted, will be deducted from accrued sick leave. Bereavement leave days for purposes of this paragraph shall include the following: spouse or significant other, child, parent, sister, brother, grandparents, grandchildren or any of the preceding individuals on an in-law or step basis.

In case of death among a member of the paraprofessional's extended family, up to two (2) leave days may be granted. These days will not be deducted from accrued sick leave. Additional days may be granted by the Superintendent/designee. These additional days, if granted, will be deducted from accrued sick leave. Bereavement leave days for purposes of this paragraph shall include the following: aunt, uncle, first cousin, niece, nephew or any of the preceding named individuals on an in-law or step basis.

## **ARTICLE 15 - UNPAID LEAVES**

### **15.1 Unpaid Leave of Absence**

With evidence and certification of disability, paraprofessional personnel may apply for and may be granted an unpaid leave of absence. Application for such leave must be in writing to the Superintendent/designee.

The maximum duration of an unpaid leave will be 60 workdays. Exceptions to this provision may be granted by the Superintendent/designee upon written request up to a maximum of one school year. Such approval may be taken into consideration to support post secondary education within the field of education when a "plan of study" supports the district's mission and vision.

Wages and fringe benefits, including insurance premiums, benefits provided through the CCRESA cafeteria plan, and sick leave accumulation or payment of sick payout, will not be paid during an approved, unpaid leave.

### **15.2 Other Unpaid Leave**

Paraprofessionals may request an unpaid leave for reasons other than personal illness. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this article shall be charged against the paraprofessional's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the paraprofessional. The paraprofessional may choose to keep up to five (5) paid sick days in their accrued bank while on a leave under FMLA. This shall apply to:

Sick leave, which is utilized to care for a family member (child, spouse, or parent) with a serious health condition, including where a paraprofessional must make arrangements for necessary medical and/or nursing care.

Sick leave which is utilized due to a serious health condition, which renders the paraprofessional unable to perform the functions of his/her job.

If a paraprofessional fails to return to work from an unpaid leave, and also fails to notify the Associate Superintendent with regard to their return, employment will be terminated. Employees will also be responsible for reimbursing the district for insurance premiums during this timeframe.

No employee on an unpaid leave, as described in this agreement may engage in any employment for another public or private educational institution without prior approval.

## ARTICLE 16 - Holidays

### 16.1 Holidays

All bargaining unit members are eligible for paid holidays, which occur when they are employed and scheduled to work by the district. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day as determined by the employer. To receive holiday pay, employees must work the last schedule workday prior to the holiday and the first scheduled workday following the holiday. This wording is waived if bargaining members are on Bereavement as stated in Article 14.4. Sick days and Personal Business Days do not meet these criteria for the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Upon certain requested situations, the Superintendent may waive this criteria for sick days to receive holiday pay. Employees working the full summer session (including dates prior to and following the 4<sup>th</sup> of July) will receive holiday pay for the 4<sup>th</sup> of July. The following is the list of approved holidays:

- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Memorial Day

## **ARTICLE 17 - COMPENSATION AND BENEFITS**

### **17.1 Overtime Pay**

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours worked in excess of forty (40) hours in one (1) week for which overtime has not already been earned. Sick days or dock days will not count toward the forty (40) hours in a week. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked.

### **17.2 Substitutes**

- A. Substitutes: The Employer shall provide substitutes if required by the absence of a regular bargaining unit member.
- B. Substitute Rate: A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular hourly rate for those duties consistent with the reassignment (not all positions consist of the same number of hours/days). Substitutes shall be used to perform bargaining unit work only during instances of an absence by regular bargaining unit members or when an unfilled temporary vacancy exists.

### **17.3 Special Qualifications**

Paraprofessionals employed and assigned to work within the CTE, Assistive Technology, and locally based EI classroom programs must meet the federal, state CTE, and/or community college highly qualified paraprofessionals and state's substitute teacher requirements. To address issues of safety, security and continuity of programming, paraprofessionals hired and assigned to these programs will also serve as the substitute teacher in the absence of the teacher and compensated at their regular hourly rate of pay, or the substitute rate of pay, whichever is higher

Paraprofessionals falling within special qualifications as defined above shall receive additional compensation as follows: an additional \$0.30 per hour.

### **17.4 Travel Reimbursement**

Employees requested to use their personal vehicle for district business shall be reimbursed for mileage at the IRS rate.

Employees incurring parking expenses in the course of their work assignment with the district shall be entitled to reimbursement for such parking expense when the employee provides satisfactory proof of payment.

Request for travel reimbursement should be made and approved through the submission of a Mileage Reimbursement Form.



### **17.5 Direct Deposit**

Paraprofessionals are required to have their payroll check deposited electronically.

### **17.6 Cash-in-lieu of benefits**

Employees who are eligible for insurance can choose to take cash-in-lieu of benefits of \$350. The above amount will be prorated with same percentage as employees who are eligible for partial benefits as stated below in section 17.8.

### **17.7 Fringe Benefits**

Fringe benefits are provided at the discretion of the Board of Education.

Please refer to the certificate of coverage for a complete description of all terms and conditions of coverage. To be eligible for fringe benefits, an employee must work a minimum of 20 hours per week, which must be their normal schedule not including substitute time (per our insurance provider). The amount of premium covered by CCRESA will be prorated on a consistent basis with the employee's FTE.

Other benefits provided by the Board:

- Dental
- Long Term Disability
- Vision
- Life Insurance
- Worker's Compensation Insurance - as required by Michigan laws

## 17.8 Health Insurance

### PLAN I

#### **Clinton County Regional Educational Service Agency Employment Insurance Benefits 2016-2017**

#### **Dental Insurance:**

SET Self-Funded Dental Plan – This plan will pay the reasonable and customary amount to the dentist for eligible services. The plan includes an incentive plan on preventative services. ADN is the administrator of this program.

#### **Vision Insurance:**

SET Self-Funded Vision Plan 3 – An allowance for examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photochromic lenses or contact lenses) will be provided once in a 12-month period (defined as January 1 to December 31). ADN is the administrator of this program.

#### **Medical Insurance:**

CCRESA offers employees a choice from three Blue Cross Blue Shield of Michigan plans through the West Michigan Health Insurance Pool. Employees are responsible for a portion of their premium.

	Option 1 SB 100% PPO	Option 2 SB 90% PPO	Option 3 Flexible Blue 2
In Network: Deductible	None	\$250 per member \$500 per family	\$1,300 per member \$2,600 per family
In Network: Coinsurance	0%	10% up to a maximum of \$1,000 per member/\$2,000 per family	0%
Out of Network: Deductible	\$250 per member \$500 per family	\$500 per member \$1,000 per family	\$2,500 per member \$5,000 per family
Out of Network: Coinsurance	20%	30%	20%

#### **Long Term Disability:**

Reliance Standard Life insurance Company (through SET SEG) – After elimination period, the monthly benefit is an amount equal to 60% of covered monthly earnings with a minimum monthly benefit of \$100 and a maximum monthly benefit of \$3,000.

Please refer to the Employer Sponsored Health Care Plans section of the transparency reporting pages on the CCRESA web site or see the Human Resource Specialist for further details.

## PLAN II

An employee who is eligible and who does not elect health insurance coverage under Plan I, will be provided the following coverage and benefits for a full twelve-month period, provided he/she completes his/her contractual obligation:

1. Dental 100/100/100 - \$1500  
80/80/80 - \$1,500 – New Hires
2. SET SEG Vision Plan 3
3. L.T.D. Same as above
4. Negotiated Life SET SEG \$20,000 with AD & D

For those employees who are eligible but do not elect health insurance coverage under Plan I and elect Plan II, in addition to those benefits provided under Plan II, the Board will remit payments of three hundred fifty dollars (\$350) per month as cash in lieu of health benefits. This rate will be effective July 1, 2016 and shall continue through June 30, 2018.

Employees hired after July 1, 2011 will be eligible for single subscriber insurance and any additional coverage above single subscriber will be paid by the employee.

The provision of fringe benefits will be commensurate with time worked. Full-time paraprofessional personnel will receive full fringe benefits. Part-time paraprofessional personnel who work at least 20 hours per week in their normal schedule will receive fringe benefits on a pro-rated basis, consistent with the percentage of time worked. For example; 20 hours normal schedule will result in 57% premium coverage (20/35).

## **ARTICLE 18 - Evaluations**

### **18.1 Bargaining Unit Members Evaluations**

Evaluation of current paraprofessional personnel shall be conducted at least once every 3 years by the supervising administrator/designee in consultation with the supervising teacher. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision. The evaluation of new employees shall be at least once for each of the first two years of employment. For employees transferred to a new assignment there shall be at least an evaluation the first year, then at least once every 3 years thereafter. A copy of the evaluation with the employee's signature will be placed in the paraprofessional's personnel file, with a copy provided to the paraprofessional.

If performance is not satisfactory, an Individual Development Plan (IDP) will be developed in consultation with the paraprofessional. Once completed, the paraprofessional and administration must sign and date the IDP. A copy of the IDP will be provided to the paraprofessional, supervising teacher, administration and placed in the employee's personnel file. The IDP will also be, implemented, and reviewed on a regular basis. Unsatisfactory performance after implementation of the IDP may result in additional discipline up to and including termination.

### **18.2 Evaluation Conferences**

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires within ten (10) days following the evaluation /conference and attached to the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.

### **18.3 Termination**

In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons in writing, with a copy to the Union.

### **18.4 Conclusion**

Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is \_\_\_\_ satisfactory, \_\_\_\_ unsatisfactory (check one)."

**ARTICLE 19 – Duration**

All articles of this Agreement shall be effective upon ratification and signature by both parties from July 1, 2016 through June 30, 2018. This agreement shall terminate on July 1, 2018. Either party may initiate negotiations for a successor Agreement by giving written notice to the other party on or after March 1, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year written above.

BY Michael A. O'Byrant 8-1-2016  
PRESIDENT OF THE BOARD DATE

AND Ken Kroll 8-1-2016  
TRUSTEE OF THE BOARD DATE

AND Apurva 8-1-14  
TRUSTEE OF THE BOARD DATE

AND Wayne Stuchlik (8-10-16)  
SUPERINTENDENT DATE

AND Bonnie Lohme 9-7-16  
PRESIDENT OF THE ASSOCIATION DATE

AND Terri Stewart 9-7-16  
TEAM MEMBER OF THE ASSOCIATION DATE

## APPENDIX A - SALARY AND COMPENSATION SCHEDULE

	Salary Schedule 2016-17 (+0.5%)	Salary Schedule 2017-18 (+0.5 %)
Probation Step	11.76	11.82
Step 1	12.29	12.35
Step 1.5	12.56	12.62
Step 2	12.83	12.89
Step 2.5	13.10	13.17
Step 3	13.35	13.42
Step 3.5	13.62	13.69
Step 4	13.88	13.95
Step 4.5	14.15	14.22
Step 5	14.42	14.49
Step 5.5	14.72	14.79
Step 6	15.01	15.09

Note: For 2016-17 Staff shall receive ½ step  
 For 2017-18 staff shall receive ½ step

### Longevity Schedule:

	<u>2015-16</u>	<u>2016-17</u> (+\$100)	<u>2017-18</u> (+\$100)
7-10 years =	\$1,050	\$1,150	\$1,250
11-15 years =	\$1,100	\$1,200	\$1,300
16-20 years =	\$1,150	\$1,250	\$1,350
21-25 years =	\$1,200	\$1,300	\$1,400
26-30 years =	\$1,250	\$1,350	\$1,450
31+ years =	\$1,300	\$1,400	\$1,500

Paraprofessionals with Special Qualifications, which includes: CTE, Assistive Technology, and locally based EI classroom programs, which meet state CTE, and/or community college highly qualified and state's substitute teacher requirements, shall receive the following additional hourly compensation: Additional \$0.30 per hour.

**APPENDIX B - PARAPROFESSIONAL WAGE COMPUTATION**

Name \_\_\_\_\_

Hourly Rate \$ \_\_\_\_\_ Hours Per Day \_\_\_\_\_

Days Calculated

School Year \_\_\_\_\_  
Holidays \_\_\_\_\_  
Snow Days \_\_\_\_\_  
TOTAL DAYS \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_

TOTAL PROJECTED EARNINGS \$ \_\_\_\_\_

GROSS PAY

\_\_\_\_\_ Pay spread over 20 pay periods = \$ \_\_\_\_\_

\_\_\_\_\_ Pay spread over 24 pay periods = \$ \_\_\_\_\_

Please put an "X" on the appropriate line above to indicate if you wish to be paid over 21 or 26 pay periods. This form must be signed, dated, and returned to Payroll Department by \_\_\_\_\_ . No checks will be issued until this form is received.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

For Office Use Only Account Number _____  Retirement Hours _____
---

When an employee is off for a sick day and the employee is out of sick /personnel days, or non-pay day, the employee paycheck will be reduced as soon as this day is reported on their timesheet.

**APPENDIX C - Personal Business Request Form**

CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

**Request for a Personal Business Day**

I wish to use \_\_\_\_ personal business day on \_\_\_\_\_  
Date

I understand that this request is based on conducting personal business that I cannot otherwise conduct after working hours.

\_\_\_\_\_  
*Employee signature*

\_\_\_\_\_  
*Date*

**PERSONAL BUSINESS DAY APPROVAL**

Employee Name \_\_\_\_\_

Your request for \_\_\_\_ Personal Business Day on \_\_\_\_\_

Has been approved \_\_\_\_\_

Has not be approved \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor signature

\_\_\_\_\_  
Date



**APPENDIX D - Grievance Form**

Grievance Number \_\_\_\_\_  
Date of Violation \_\_\_\_\_

School \_\_\_\_\_  
STATEMENT OF GRIEVANCE: (Attached)

REMEDY REQUESTED: (Attached)  
Approved for processing:

\_\_\_\_\_  
Signature of EA Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use reverse side for  
additional signatures if more than one (Grievant))

DIRECTOR'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_  
Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Director

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_  
(Reasons Attached)

Date: \_\_\_\_\_

SUPERINTENDENT'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_  
Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_  
(Reasons Attached)

Date: \_\_\_\_\_

BOARD'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_  
Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_  
(Reasons Attached)

Date: \_\_\_\_\_ Arbitration Indicated \_\_\_\_\_

## APPENDIX E – Summer Employment Application

Clinton County Educational Service Agency  
Summer Employment Application

If you are interested in working this summer (including serving as a substitute) please complete this application and return it to your Special Education Supervisor by March 15<sup>th</sup>.

Name: \_\_\_\_\_

Current Position: \_\_\_\_\_

I am interested in working this summer as follows: Please place an X in each box identifying the positions(s) for which you are applying:

Position	Birth - Three	SCI	MoCI – ESY	ECAT	ECSE – ESY	ESY Itinerant Services (K-12)
Teacher						
Paraprofessional						
Itinerant						

Please indicate dates you are available to work this summer. For programming continuity, priority will be given to staff in current positions, and to those that commit to work the full summer schedule.

I am interested in working as a **substitute teacher** this summer. Available dates:

\_\_\_\_\_

I am interested in working as a **substitute paraprofessional** this summer. Available dates:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX F – 2016-2017 SCHOOL YEAR**

Note: Language in this Article 10.5 (and/or any other parts of the agreement) will be updated for the 2017-18 School Year when the Balanced Calendar is implemented. A committee will meet during the 2016-17 School Year to implement the Balanced Calendar for 12 month programs (*Early On*, ECSE, Education Center) to be implemented for the 2017-18 School Year. The present language remains only for the 2016-17 School Year. Updated language shall be completed by June 30, 2017.