

**CONTRACT BETWEEN
GOODRICH AREA SCHOOLS
AND
GOODRICH PARAPROFESSIONAL
MEA/NEA**



2023-2026

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PREAMBLE

This collective bargaining agreement hereinafter (“Agreement”) is entered into by and between the Board of Education (the “Board”) of Goodrich Area Schools (the “Employer”) and the Paraprofessional Association, MEA/NEA (the “Association”) on the 25th day of July, 2023.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

WITNESSETH

WHEREAS, the Board and the Association recognize that providing a quality education for the children of the Goodrich Area School District is their mutual aim and the character of such education depends partially upon the quality and morale of the staff and

WHEREAS, the Board recognizes the educational expertise of the staff and solicits their concerns and views on educational matters; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Acts of 1965, to bargain in good faith with each other with respect to hours, wages, and conditions of employment of the staff; and

WHEREAS, the parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to reduce to writing;

NOW THEREFORE, in consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

Paraprofessionals working between five (5) and eight (8) hours shall be allowed a duty-free unpaid lunch. Paraprofessionals working more than four (4) hours shall be afforded one (1) 15-minute break.

D. Payroll Deductions

Upon appropriate written authorization from the unit employee, the Board shall deduct from the salary of any unit employee and make appropriate remittance for annuities, credit union, United Funds, HSAs, life insurance or any other plans or programs jointly approved by the Association and the Board.

**ARTICLE IV
BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this contract. Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities, or authority under Michigan law or any other applicable laws as they pertain to education.
- B. The Board shall discharge its responsibility and authority without regard to race, creed, religion, national origin, age, gender, marital status, or physical handicap of its employees and in its employment practices.

Such rights and responsibilities shall include but not be limited the right to:

1. Manage and control its business, equipment, and operations and to direct the working force and affairs of the entire school system, including the reasonable provisions for health, safety, and first aid of employees during District operations.
 2. Direct the work force and affairs of the entire school district within the boundaries of the school district of Goodrich and to manage and control its business, equipment, and area schools.
 3. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 4. Establish and/or eliminate positions, hire, evaluate, promote, suspend, discharge employees transfer employees, assign work duties to employees, determine the size of the workforce, and lay off employees.
 5. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods, and processes of carrying on the work, including automation or subcontracting.
 6. Determine at Board expense the mental and/or physical capabilities of an employee to perform the essential functions of his/her assignment.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by this contract or as limited by the Constitution and laws of the State of Michigan and of the United States.
- D. The Board shall provide copies of this Agreement to all current employees and to those hired into the Unit.

**ARTICLE V
SPECIAL CONFERENCES**

Special conferences for important matters may be arranged between the President and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up and the persons who are expected to attend shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Association shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the MEA Representative.

**ARTICLE VI
GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

- A. Definition - A grievance shall mean a complaint by an employee, or employees (group) in the bargaining unit, or by the Association, that there has been a violation, misinterpretation or misapplication of provisions of this Agreement or Board Policy. All grievances must be initiated by or on behalf of an individual employee or identified group of employees.
- B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the grievance as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.
- C. Grievance Requirements. Written grievances shall:
 - 1. Be signed by the grievant(s);
 - 2. Contain a synopsis of the facts giving rise to the alleged violation;
 - 3. Cite the section or subsections of the collective bargaining agreement alleged to have been violated;
 - 4. Contain the date(s) of the alleged violation; and
 - 5. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be returned to the Association to be remedied. All grievance timelines will pause while the grievance is remedied and will resume upon resubmission.

- D. Procedure
 - 1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of an Association representative may be requested.
 - 2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
 - 3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to resolve the grievance prior to the end of the school year.

4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.

E. Grievance Steps

1. Step One - The Employee with an alleged grievance and the representative will meet with the immediate supervisor within ten (10) working days of the occurrence or from the date that the employee reasonably should have had knowledge of the occurrence giving rise to his/her grievance to resolve the issue. If the matter is thereby not resolved, it will be submitted in written form by the representative to the immediate supervisor within twenty (20) working days of the alleged violation. Upon receipt of the grievance the supervisor shall sign and date the Association's copy of the grievance. The immediate supervisor shall give his/her answer to the representative in writing within ten (10) working days of receipt of the grievance.
2. Step Two - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Step Two within ten (10) working days. The Superintendent shall meet with the aggrieved person and representative within ten (10) working days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Association within ten (10) working days following the meeting.
3. Step Three - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed, within five (5) working days to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person, and the Association representative(s) to discuss the grievance. The Board shall render its decision within ten (10) working days following the Step Three meeting.
4. Step Four - In the event the Association is not satisfied with the decision or if no decision is rendered at Step Three, the Association may notify the Board within twenty (20) working days of intent to arbitrate under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. Employees who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

- F. Limitations of Arbitration - The arbitrator shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.

G. Arbitration

1. Arbitration costs shall be borne equally by the Board and the Association. Each party will bear the cost for any outside witness it calls.
2. The Arbitrator may not grant a grievance, which, in effect, grants the Association or employer that which either attempted to bargain into the Agreement but failed to do so.
3. The Arbitrator shall render his/her decision in writing not later than thirty (30) working days from the conclusion of the arbitration hearing.
4. The Arbitrator shall have no power to establish wage rates or to change any rate.
5. The Arbitrator shall have no power to rule on the termination of service or failure to re-employ any probationary employee except to proper payment of wages and fringe benefits.

H. Miscellaneous

1. A grievance may be withdrawn at any time. If the grievance is reinstated, the financial liability deemed to be owed shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not

be reinstated. When one or more grievances involve a similar issue, those grievances may be combined with the mutual consent of the parties involved.

2. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.
3. Access shall be made available to all parties to places and records for all information necessary to the determination and processing of the grievance.
4. Any grievance not answered within the time limits by either party shall advance to the next step of the grievance procedure.
5. No claim for back wages shall exceed the amount of wages an employee would otherwise have earned.
6. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. Only one (1) grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on whether the grievance is subject to arbitration and then ruling on that same grievance.
8. If a scheduled arbitration case is postponed on less than one (1) week notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
9. The Association shall give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.
10. The Association or Employer shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
11. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of both parties.
12. The Arbitrator may issue a decision on arbitrability before hearing substantive merits of the matter.

ARTICLE VII DISCIPLINE AND DISCHARGE

- A. The discipline, suspension or discharge of any probationary employee except for Association activity shall not be covered by this article and shall not be subject to a grievance.
- B. Seniority employees, those employees on the Seniority List (Article IX, Section B), shall be disciplined, suspended, or discharged for "Just Cause" only.
- C. Discipline shall be progressive except in the case of serious misconduct.
- D. The Board may discipline employees for failure to follow reasonable rules and regulations, as defined in Board Policy, this Contract, and State Law. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.
- E. Reprimands will be retained in the personnel file for a period of forty-eight (48) months provided there is no reoccurrence, unless otherwise required by law. An action plan for improvement related to the area of concern may accompany discipline when appropriate to support the employee's professional growth.

- F. If discipline is warranted, the Board shall issue such discipline within fifteen (15) working days of the alleged incident or upon becoming aware of the alleged incident. If there are extenuating circumstances, additional time may be granted by mutual agreement from the Superintendent and Association President; agreement shall not be unreasonably withheld.
- G. When imposing any discipline on a current charge, the Board shall not take into account any prior similar infractions which occurred more than **four (4)** years previously, unless it was subject to MCL 380.1230b.
- H. The Board agrees, promptly upon the discharge or suspension of an employee to notify in writing the employee and his/her President of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- I. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her representative and the Board will make available a meeting room where he/she may do so before he/she is required to leave the property of the Board unless circumstances dictate immediate departure, the Board or its designated representative will discuss the discharge or suspension with the employee and the Association representative before the employee is required to leave the premises, except in cases where immediate departure is deemed warranted.
- J. Should the discharged or suspended employee and/or the Association consider the discharge or suspension to be improper, it shall be processed through the grievance procedure. The parties may mutually agree to move directly to expedited arbitration.
- K. The Board shall not refuse any employee(s)' Association representation at any meeting which may result in discipline and to which the employee has requested such an appearance. Such meeting(s) shall be scheduled when the representative is available, provided the time frame requested is reasonable. In no case shall that time frame extend beyond two (2) working days.
- L. All warnings and reprimands placed in an employee's work record shall also have copies forwarded to the employee and the Association. The employee will be required to sign the notice which will verify that he/she has received such notice, but in no way will be construed by anyone that he/she is agreeing to the discipline.

ARTICLE VIII PROTECTION OF UNIT EMPLOYEES

- A. Since the unit employee's authority and effectiveness in the classroom may be undermined when there is unreasonable administrative backing and support of the unit employee, the Board recognizes its responsibility to give all reasonable support and assistance to unit employees with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps, with the cooperation of the unit employee, to see that appropriate services are provided.
- B. Any case of assault upon a unit employee which is job-related shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the unit employee of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the unit employee in connection with handling of the incident by law enforcement and judicial authorities unless it is clear and convincing that the member did not act consistent with Board Policy and the law. If assaulted while on duty for the school district, the Board may appropriately reimburse a unit employee for any losses, damage or destruction of clothing or personal property of the unit employee unless it is clear and convincing that the member did not act consistent with Board Policy and the law. Time lost by a unit employee in connection with any incident mentioned herein will not be charged against the unit employee. However, the Board

reserves the right to request documentation from a physician of its choice on the need for lost time at Board expense.

- C. If any unit employee acting in compliance with Board Policy and the law is complained against or sued by reason of disciplinary action, taken by the unit employee against a student, the Board will provide legal representation.
- D. A unit employee may use such reasonable physical force allowed by Board Policy and the laws as is necessary on the person of any pupil to protect himself/herself from attack, or to prevent injury to another person or for the purpose of maintaining discipline.
- E. The Board agrees to distribute, at the beginning of each school year, specific discipline procedures which unit employees are expected to follow.
- F. The Board will reimburse a unit employee who, while on duty, suffers loss, damage or destruction of clothing or personal property of the unit employee which is a result of student activity. It shall be promptly reported in writing to the administrator in charge. The amount of reimbursement, not to exceed \$400.00, shall be limited to the repair or replacement cost of the article, whichever the Board deems appropriate.

ARTICLE IX EVALUATION

- A. The work performance of fall employees shall be evaluated for the purpose of improvement *on an annual basis*.
- B. Evaluations shall be conducted by the immediate supervisor or a person designated by the Superintendent who is knowledgeable about the position and the employee's performance. The person performing the evaluation shall not be a member for the bargaining unit, nor the teacher whom the employee works in conjunction with performing his/her duties, however, the teachers' input will be considered.
- C. The employee shall be notified at the beginning of the year in which they are going to be evaluated.
- D. The evaluation shall be completed no later than May 15 of a given year. If the evaluation is not completed by this time, the employee shall be deemed to have a satisfactory evaluation. If a bargaining unit member changes buildings within the course of the school year, an evaluation shall be done no later than 30 days after said move. If the evaluation is not completed by this time, the employee shall be deemed to have had a satisfactory evaluation.
- E. An overall satisfactory evaluation shall be based upon an average of all categories listed on the Evaluation Tool.
- F. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided to the employee. Each employee shall sign the evaluation, which only indicates the employee received it. If the employee disagrees with the evaluation, the employee may submit objections in writing, which will be placed in the employee's personnel file.
- G. If the evaluator believes the employee is deficient in any area of his/her job performance, the reasons shall be set forth in writing and discussed with the employee within ten (10) school days. Specific ways to improve and assistance shall be provided to the employee by the immediate supervisor in order to improve the employee's overall performance.
- H. The employee shall be given sixty (60) calendar days to improve his/her performance. If a plan of improvement is needed, the employee and the Association shall be involved in the development and

implementation. Upon completion of the sixty (60) calendar days a follow-up review shall be held to determine the employee's status.

If the employee is deemed satisfactory, the Plan of Improvement will be considered completed and not used for any future evaluations.

If the above process is not followed, the final evaluation shall be subject to the grievance process contained in Article VI.

ARTICLE X SENIORITY

A. Probationary Employees (all classifications)

1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day worked. Any ties in seniority will be determined by lottery to which all affected employees will be invited. To obtain seniority in any classification, an employee must actually work in that classification a minimum of ninety (90) working days during the school year. Employees who apply and are assigned to a new classification shall serve a ninety (90) day trial period. Those employees serving a trial period who have already obtained seniority in another classification may voluntarily return or be returned to that classification within ninety (90) days by the employer. The removal of a probationary employee or an employee serving a trial period in another classification is not grievable.

At the conclusion of this probationary period, the employee will either be terminated or the District will terminate the probationary status.

2. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Association activity.
3. The Paraprofessional Association President will receive notification of vacancies filled within two (2) weeks of hire, which will include employee name, District e-mail, building placement(s), classification, position, step, and wage.

B. Seniority List

1. Employees shall have district wide seniority, established from which is their date of hire into the district. Employees will also have classification seniority, which may be used during layoff and recall. If an employee works under multiple classifications, total time worked shall be credited to their "district seniority." Time worked specifically in each classification shall be credited to that "classification seniority."
2. Seniority shall be listed in the current classification, as well as any seniority the employee may have earned in other Association classification according to the employee's last date of hire.
3. The seniority list will show the date of hire, date of transfer into the current classification if applicable, and the names and classification of all employees of the unit entitled to seniority. Any employee who is transferred to another classification within the unit will have his/her seniority frozen within the previous classification.
4. The Employer will keep the seniority list up-to-date at all times and will provide the President and MEA representative with up-to-date copies once each year by December 1, or upon written request of the President.

5. Challenges or corrections to the seniority list must be brought to the attention of the President and supervisor by December 15 or within 15 days after the most recent publication. The District is entitled to rely on the accuracy of the list for grievance purposes. Following this period, corrections can be made for accuracy purposes only. (This could be for clerical or name change accuracy after the date as an example)

C. Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In appropriate cases, exceptions shall be made, at the discretion of the Superintendent.

D. Returning from sick leave and leaves of absence will be treated the same as (C) above.

E. Seniority for those employees on sick leave or leave of absence will be frozen for a maximum of one year.

ARTICLE XI LAYOFF AND RECALL

A. The word "layoff" means a reduction in the work force. Capable and qualified shall be defined as: the employee meets the current law or state guidelines to work as an Instructional Paraprofessional. It shall also mean that the employee meets an additional requirements historically defined by the employer for that position.

B. In the event it becomes necessary for a layoff, the Employer shall meet with the Association representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

C. If it becomes necessary to layoff either twelve (12) month employees or school year employees during the time they normally would be working, the following procedures will be mandatory:

1. Probationary and temporary employees in the classification will be laid off first.
2. Seniority employees will be laid off in inverse order of seniority by classification, provided the retained employee is capable and qualified.
3. When a senior instructional paraprofessional employee is scheduled for layoff, the employee shall have the right to bump the lowest seniority employee with the same or fewer hours per week in the same classification or within another classification for which they have earned seniority, provided the retained employee is capable and qualified.

When an Aide (Lunchroom/Playground) employee is scheduled for layoff, the employee shall have the right to bump a lower seniority employee in the same classification or another classification for which they have earned seniority, provided the retained employee is capable and qualified.

4. Seniority is defined as set forth in Article IX, Section A.
5. A one-on-one paraprofessional is defined as a paraprofessional who is assigned to the same special needs student all day, every day, per IEP. A one-on-one paraprofessional may bump a less senior paraprofessional who has a similar number of hours, but not more hours. However, a laid off one-on-one paraprofessional may not bump another (one-on-one), during the school year.
6. Should a member happen to lose this position during the school year, every reasonable effort will be made to utilize this person as a substitute during the school year. The member shall not lose any recall rights should positions be reinstated during the school year.
7. The employee may remain on the layoff list for a maximum of a two year continuous period or the length of their seniority, whichever is less, during which time his/her seniority shall be frozen.
8. Employees to be laid off will receive at least fourteen (14) days' advance notice of the layoff except for emergencies or unforeseen circumstances at which time the District will notify employees immediately.
9. If an employee voluntarily leaves his/her classification he/she cannot later bump back into that classification.
10. An eight (8) hour paraprofessional does not have to accept a six (6) hour position, but may bump the least senior eight (8) hour person in the classification. A paraprofessional being called back does not have to accept a position if it is for less hours than the position they held prior to layoff. The paraprofessional will remain on layoff according to Article X.C.7.
11. During a layoff mode, an employee may opt for a voluntary layoff in order to keep a lower senior person in a position, provided that the less senior person is capable of doing the work per the most recent job posting.

D. The Employer shall not reduce the normal work week in lieu of making layoffs.

When the working force is increased after a layoff, employees will be recalled according to seniority within their classification, with the most senior employees on layoff being recalled first. Notice of recall will be made first by phone call to the employee by the Superintendent or his/her designee, and then in writing sent to the employee at his/her last known address by registered or certified mail. Acceptance or refusal of offer for the position offered must be returned in writing within ten (10) calendar days of postmarked offer. Failure to return offer in writing within ten (10) calendar days shall be considered a resignation. Bargaining unit employees who anticipate being unavailable for a period of time may leave written notice with the District, prior to departure, indicating their intent to accept a recall notice if so offered.

E. Any school year bargaining unit employee who collects unemployment compensation during the summer months (Michigan Employment Security Commission's "summer denial period") and who is recalled before the start of his/her normal year to a position with the same or more hours of work, is obligated to reimburse the district the amount of unemployment compensation collected during the summer months notwithstanding the above. The District is authorized to obtain repayment through a payroll deduction of the appropriate amount in equal payments over the entire year and consistent with the FLSA and Michigan Wage and Hour Act.

ARTICLE XII
JOB POSTINGS AND WORK ASSIGNMENTS

- A. A vacancy shall be defined as an opening which the District intends to fill in a position previously held by a bargaining unit member or a newly created position within the bargaining unit. All vacancies and/or newly created positions within the bargaining unit shall be filled within the classification on the basis of seniority and qualifications. As a condition of employment, paraprofessionals working in positions that require specific training and/or certification, such as "Every Student Succeeds Act" must meet these requirements by the dates specified by law or their position with the district will be terminated. They may, at the time, apply for a vacant position should one exist, with no rights to employment guaranteed or implied.
- B. Vacancies shall be filled as follows:
1. All vacancies and newly-created positions within the bargaining unit shall be e-mailed to all employees covered by this contract. A copy of the posting shall be e-mailed to the President and Association Representatives.
 2. If a vacancy or newly created position is created during a time that the Association President is not scheduled to work, she will also be notified via phone that a position has been posted.
 3. Current employees who are not on layoff, desiring to have the position shall make an application in writing to the Employer. This may be done using e-mail. Current employees shall have 5 days from when the posting is sent to apply. The most senior employee within the classification who applies shall be granted the vacancy or newly-created position if capable and qualified.
 4. When there is a vacancy created by a senior employee filling a vacancy or newly created position(s), the position(s) being vacated will be filled by the employee(s) on layoff following the layoff and recall language contained elsewhere in this agreement. If there are no employees on layoff the position will be posted externally.
 5. The temporary filling of a vacancy under emergency circumstances may be filled outside of the protocol specified within this collective bargaining agreement in circumstances where the position was posted and no union member applied. A vacancy filled in this manner shall only last for a maximum of thirty (30) working days so long as a qualified candidate is available to fill the vacancy. If no qualified candidate is available to fill the vacancy, the Association will meet with the Superintendent to discuss the plan for that position.
 6. When a position becomes vacant multiple times during a school year, has been posted and no paraprofessional group member applies for that position, the position will not be required to be reposted. If the conditions of the job change, this new job will be posted in the manner required by this agreement.
- C. All full-time paraprofessionals may receive up to two (2) full days (6 hours per day) of professional development. The dates for professional development will be determined when the District calendar is negotiated.

Bargaining members shall be provided five (5) days' notice for any professional development they are required to attend, above and beyond the initial district calendar. Should non-required professional development opportunities arise, bargaining members shall be provided five (5) days' notice.

1. Staff shall be notified of any professional development days they are required to attend which occur prior to the start of the upcoming school year within seven (7) days from when the school calendar is finalized.

2. Paraprofessionals may be required to remain longer during the school day, when requested, in order to attend to those matters that require attention. Parent conferences, staff meetings, and principal conferences are to be considered sufficient reasons to remain longer. In addition, professional collaboration may also be held after or prior to regular work hours. These sessions may occur up to 12 times per school year, but will last no longer than 70 minutes in length.

Attendance is expected, though principals may excuse unit employees who have a previous commitment or other reasons acceptable to the principal.

3. Paraprofessionals may also be required to remain for announced meetings, the necessity of which has been created by an immediate need in the building. An example would be to share needed information or training necessary for the protection of students or staff.

ARTICLE XIII TRANSFERS

- A. The Employer may involuntarily transfer only upon providing written notice fourteen (14) days prior to the transfer, except in the case of emergency. If more than one employee could be transferred to fulfill the need, the less senior member will be the one transferred.

ARTICLE XIV LEAVES

A. Sick Leave

1. Sick leave shall be granted annually to each regular employee as follows:

- a. Twelve (12) days for full-time Paraprofessionals.
- b. Part-time paraprofessionals will receive a pro-rated amount of sick leave.

Sick leave days may be used for personal illness, disease, or injury, or to care for a spouse, parent, or child with an illness, disease or injury.

2. Upon resignation or retirement at age 46 or older (including filing with the ORS) from the District with a minimum of ten (10) years of service, Paraprofessionals shall receive one half (1/2) pay for any unused sick days.
3. Family Illness - Sick leave may be used for illness in the immediate family. Employees who are temporarily absent from work because of illness in their own household may use sick days.
4. Paid Medical Leave Act - In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (i.e., hourly) employee may use paid leave for the following for the employee or family member:
 - a. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
 - b. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings or relocation.
 - c. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. The interpretation of this provision shall be consistent with the PMLA and shall not provide greater benefits than allowed by law.

5. Family Medical Leave Act - Eligible employees shall be afforded family and medical leave in accordance with the provisions of the Family and Medical Leave Act; however, that when contract language exceeds such provisions of the Act, the contract language shall be followed.
6. Playground paraprofessionals may use three (3) and instructional paraprofessionals may use four (4) of their allocated sick days as personal days. In order to qualify for the fourth personal day, a majority of the paraprofessional daily hours must be scheduled in this category. Request for use of personal days must be in writing at least twenty-four (24) hours prior to being absent, and submitted to the respective principal except in case of emergency. In case of an emergency, the principal's office will be contacted as soon as possible prior to the beginning of the school day. Personal days may not be used on the day prior to or following any scheduled recess or vacation period, or the first or last day of a semester. This provision can be waived with administrative approval.
7. A doctor's note may be required when a sick day is used on the day prior to or following any scheduled recess, vacation and the first or last day of a semester.
8. Bargaining unit employees who leave mid-school year, but use more than the pro-rata amount of leave earned for that school year, shall be required to reimburse the District for excess leave used.

B. Unpaid Leave

1. Leave of absence may be granted without pay and without benefits to any employee for up to one (1) year for a legitimate reason. A leave of absence shall not be granted for the purpose of engaging in other employment. Seniority will continue to accrue for up to thirty (30) days. After thirty (30) days, seniority will be frozen but not accrued. Individuals on a leave of absence for one (1) year shall notify the Board no later than May 1 of their desire to return. Failure to notify the Board by May 1 shall result in termination from the position.
2. Unpaid days off must be approved in advance through the Superintendent. Unexcused absences may result in discipline.

C. Educational Leave

1. An employee with seniority shall be granted an educational leave of absence without pay and without benefits for the purpose of pursuing a formal educational program. A leave shall be for a period of up to one (1) year. Seniority shall not accrue during an educational leave. Individuals on a leave of absence for one (1) year shall notify the Board no later than May 1 of their desire to return. Failure to notify the Board by May 1 shall result in termination from the position.
2. At the conclusion of a leave, the employee shall notify the Employer of his/her desire to return to active employment. The employee shall be returned within fourteen (14) calendar days to the lowest senior position.

D. Bereavement Leave

1. Five (5) non-deduct bereavement days may be used per school year for deaths in the immediate family including grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law or father-in-law. Three (3) additional non-deduct bereavement days may be used for subsequent

deaths, in the same school year, for additional immediate family. Bereavement days must be used within thirty (30) days from the time of death. One (1) of these bereavement days may be used outside of the thirty (30) days for a funeral memorial service.

Verification of death and funeral/memorial may be requested. The use of bereavement days may be adjusted with the permission of the Superintendent. Up to five (5) days of accumulated sick leave may be used for the death of the extended family and or other relatives. Up to three (3) of those leave days may be used for the death/funeral of a close friend. Verification may be required.

2. The President or his/her representative, shall be allowed up to one day time off with pay, not to be deducted from sick leave, in the event of a death of a member of the Association for the exclusive purpose of attending the funeral.

E. Jury Duty

1. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee shall submit the payment for jury duty to the Employer. Employees are required to report to work following daily jury duty assignments except in cases where a combination of the jury duty assignment hours and work hours equate to a full work day.

F. Veterans

1. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

G. Educational Leave of Absence for Veterans

1. Employees, who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, will be granted unpaid leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

**ARTICLE XV
WORKER'S COMPENSATION**

- A. Each employee will be covered by the applicable Worker's Compensation laws.
- B. In the event the employee's absence is due to a work incurred injury or illness for which the employee is entitled to Worker's Compensation, the employee may utilize sick leave allowance to make up the difference between the Worker's Compensation payments and regular wages.
- C. Any injury must be reported in writing to the immediate supervisor within 12 hours of its occurrence.

**ARTICLE XVI
HOLIDAYS**

- A. The paid holidays are designated as:

For Instructional Paraprofessionals:	
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

For Non-Instructional Paraprofessionals:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Good Friday

Memorial Day

Employees will be paid their current rate based on their regularly scheduled work day for said holidays. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

To be eligible to receive wages for a paid holiday, the employee must work the last regularly scheduled work day immediately preceding and following such holiday. When unpaid leave is authorized for an employee, the last regularly scheduled work day shall be the last work day prior to the leave. If an employee is absent due to illness during a period where such holiday occurs, the employee will be eligible for payment.

- B. If the holiday falls during a long-term leave, such as LTD or an unpaid leave of forty-five (45) or more consecutive days, then holiday pay will not be given.

ARTICLE XVII INSURANCE BENEFITS

A. Medical

1. For Paraprofessionals who work at least 6 hours/day (30 hours/week) and complete his/her contractual obligation for the school year shall be entitled to a full twelve months' allotment of \$400.00/month, through a Section 125 Plan, toward the cost of mutually agreed medical benefits single coverage.

B. Dental

1. The Board agrees to provide without cost to all playground paraprofessionals hired prior to the 2018-2019 school year, as well as all instructional paraprofessionals, MESSA Delta Dental Care Program for each member of the bargaining unit, on a single subscriber basis according to the following:

For those without dental insurance through another source, the plan will be as follows:

80%/80%/80% Class I, II, III, yearly max \$1,000

80% Class IV, \$1,300 lifetime max

For those with dental insurance through another source, the plan will be as follows:

50%/50%/50% Class I, II, III yearly max \$1,000 80% Class IV, \$1,300 lifetime max

Orthodontic coverage up to the age of 19.

C. Vision

The Board shall provide to all playground paraprofessionals hired prior to the 2018-2019 school year, as well as all instructional paraprofessionals single subscriber MESSA VSP3.

D. Long-Term Disability Insurance

The Board shall provide long-term disability insurance which will take effect after ninety (90) calendar days (straight wait) at a rate of sixty-six and two-thirds percent (66 2/3%) of annual salary with a maximum monthly payment of five thousand dollars (\$5,000) with offsets.

E. Life Insurance Coverage

The Board shall provide term group life insurance protection, without cost to each employee while employed. This insurance shall pay to the employee's beneficiary the sum of thirty thousand dollars (\$30,000) upon death.

F. Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

G. ACA Compliance

The Board shall offer a health benefit plan that meets the minimum eligibility and affordability requirements of the Affordable Care Act.

**ARTICLE XVIII
SCHOOL CLOSINGS**

- A. When school is canceled due to inclement weather or other reasons beyond the control of the administration, paraprofessionals will be paid the first six (6) days that school is cancelled. In the event that these paid cancelled days must be made up to meet state days/hours requirements, paraprofessionals should be required to work and not receive additional compensation.
- B. If there is a change in the State Law or State Department of Education rule that would require remote instruction to take place on inclement weather days, paraprofessionals would need to participate in the remote instruction or they would lose pay for the day. This loss in pay for snow days only applies in situations requiring remote instruction.

**ARTICLE XIX
CONTRACTING AND SUBCONTRACTING OF WORK:
CONSOLIDATION OR ELIMINATION OF JOBS**

- A. The right of contracting and subcontracting is vested with the Employer. The Employer shall provide the Association with a copy of any Request for Proposal at the same time that such is sent to the bidders. Prior to accepting bids for contracting or subcontracting, the Employer shall advise the Association at a Special Conference as to the nature, scope of the work, and the impact upon the Association and to discuss available options.
- B. The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

**ARTICLE XX
MISCELLANEOUS**

A. Safety Committee

The parties recognize the potential necessity to discuss and resolve health and safety issues in a pro-active manner. The committee will include three (3) Association representatives, three (3) employer representatives, and one (1) School Board member. Either party may request a special Safety Committee

meeting to discuss issues which are of immediate concern, no more than quarterly. If a health and safety concern is not resolved by utilization of the Safety Committee, it shall be a proper subject of this grievance procedure.

B. Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

C. Mileage

Employees required to drive between schools will be reimbursed at the rate adopted annually by the Board of Education.

D. Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this agreement as provided in that Act.

**ARTICLE XXI
CLASSIFICATIONS, WAGE INCREASES, AND LONGEVITY**

A. Classifications:

Instructional Paraprofessional: Special Education, Title One, Bus Aide, Media Center
Non-Instructional Paraprofessional: Lunchroom Monitor, Lunchroom Student Supervisor, Recess Monitor

B. Wage increases for the above classifications will be set forth on the pay schedule in Appendix A. Employees will move up a step for each year of service, unless there is a negotiated step freeze.

Longevity

1. Annual longevity will be paid to any unit member who has worked in the district long enough to qualify as follows: Longevity will be paid on the last pay date of the fiscal year.
2. If the employee should leave before the end of the scheduled school year, his/her longevity will be pro-rated.
3. It is the responsibility of the employee to notify the payroll office when one of the longevity steps has been attained. There will be no penalty if the employee notifies payroll after attaining a respective longevity step. The employee will be made whole within two (2) payroll cycles.
4. For employees hired after June 30, 2013, the years of District employment must be continuous to qualify for annual longevity including approved leaves of absence.
5. Layoff will not disqualify an employee who is otherwise eligible, but longevity will not be paid during the year of layoff.

Paraprofessionals and Aides Qualify for Longevity at the:

Beginning of 10th and 11th years at Goodrich Schools - \$650/year
Beginning of 12th, 13th and 14th years at Goodrich Schools - \$800/year
Beginning of 15th, 16th, 17th, 18th and 19th years at Goodrich Schools - \$1,000/year
Beginning of 20th year and each year beyond at Goodrich Schools - \$1,200/year

C. Overtime

Overtime rates will be paid as follows:

Time and one-half (1 ½) will be paid for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in a denial of overtime pay.

ARTICLE XXII TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from July 1, 2023 until June 30, 2026.

- A. The parties agree to initiate bargaining no later than sixty (60) days prior to the above termination date.
- B. This Agreement shall continue in effect as provided by law until a successor Agreement has been completed, and may be extended only by written, mutual agreement.
- C. Agreement is subject to amendment only by written, mutual agreement of both parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. If any provisions of this Agreement are found to be contrary to Law, then that part will become null and void, but all other parts or the agreement will remain in full force and effect.
- E. Successor Clause

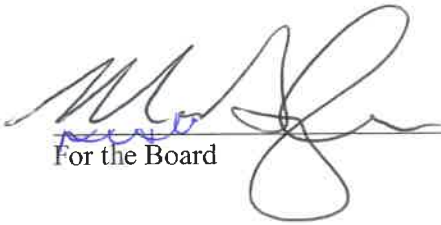
This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer is effective voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer to the degree permitted by Law.

- F. Negotiations

The parties will meet to discuss negotiations for a new agreement covering wages, hours, terms and conditions of employment by the first of March preceding the expiration date of the agreement.

The parties will meet to discuss negotiations for a new agreement covering wages, hours, terms and conditions of employment at a reasonable time prior to the expiration date of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.


For the Board


For the Union

For the Board

For the Union


Date


Date

APPENDIX A

**Para Professional Salary Schedule
2023-26**

23-24		
STEP	Playground	All other Instructional
1	12.67	12.76
2	13.14	13.34
3	13.70	13.95
4	14.20	14.56
5	14.87	15.16
6	14.87	15.89
7	14.87	16.63
8	14.87	17.13
9	14.87	17.64
10	14.87	18.17
11	14.87	18.72

Steps 1-7 include 2.5% increase

Add steps 8-11 at 3%

Remove step 1

Members hired prior to 14-15 will be placed on step 11

All others will remain on existing step (scale re-numbered)

Longevity	\$	650	10 YRS
	\$	800	12 YRS
	\$	1,000	15 YRS
	\$	1,200	20 YRS

24-25		
STEP	Playground	All other Instructional
1	13.05	13.14
2	13.53	13.74
3	14.11	14.37
4	14.63	15.00
5	15.32	15.61
6	15.32	16.37
7	15.32	17.13
8	15.32	17.64
9	15.32	18.17
10	15.32	18.72
11	15.32	19.28

3% increase all steps

25-26		
STEP	Playground	All other Instructional
1	13.44	13.54
2	13.94	14.15
3	14.53	14.80
4	15.06	15.45
5	15.78	16.08
6	15.78	16.86
7	15.78	17.64
8	15.78	18.17
9	15.78	18.71
10	15.78	19.28
11	15.78	19.86

3% increase all steps