

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

**CLARKSTON PARAEDUCATORS ASSOCIATION
MEA/NEA**



July 1, 2009 to June 30, 2011

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

The Clarkston Community School District, party of the first part, and the Clarkston Paraeducator Association MEA/NEA party of the second part, do hereby agree and affix their signatures thereon in acceptance of the contractual stipulation to be in effect for a period of **two (2) years** beginning **JULY 1, 2009 AND ENDING JUNE 30, 2011.**

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

BOARD OF EDUCATION THE CLARKSTON COMMUNITY SCHOOLS

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

CLARKSTON PARAEDUCATOR ASSOCIATION MEA/NEA

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

ARTICLE XVII
FRINGE BENEFITS

- A. The Board agrees to provide Health and Medical Benefits under the Clarkston Community Schools Health Plan for eligible employees hired prior to 7-1-03 as follows:
1. **Flexible PPO HRA Health Plan (Appendix D):** Effective **September 1, 2009**, any of the above eligible employees hired prior to 7-1-03 **will** have the Flexible PPO Health Plan. The Flexible PPO Health Care Plan is a PPO includes an annual deductible amount that will be paid by the district through a Health Reimbursement Account (HRA) **and managed by a 3rd party administrator** When the annual deductible has been met, the employee will have no co-pays on in-network services as described in the plan. The employee's prescription expenses are **included in** the annual deductible. When the annual deductible is met, the prescription co-pay will be \$0 thereafter for all approved drugs as listed in the described plan. A mail-in prescription program is also available for maintenance drugs. The annual deductible amount is determined from January 1 – December 31 each year. Note: If the employee uses the HRA debit card for any unapproved purchases, the employee will be responsible for repayment of those costs.
 2. **The PPO Health Plan (Appendix C):** **The above eligible employees hired prior to 7-1-03, will have the option to “buy up” to the PPO Health Plan. The employee would be responsible to pay the difference in the premium cost between the Flexible PPO and the PPO. The annual premium (September – August) must be paid through payroll deduction by the 1st pay of June each year.** The employee is responsible for the annual deductible of \$100 per person/\$200 maximum per family for medical costs. The Prescription Plan includes a \$5 co-pay for generic brand drugs and \$25 maximum or/20% co-pay for name brand drugs whichever is less. A mail in program for maintenance drugs is also available.
 3. **HMO Health Plan (Appendix E):** Any of the above eligible employees hired prior to 7-1-03, have the option to choose the HMO Health Plan. Benefits will be pursuant to the Summary Plan (Appendix 1.C). The HMO plan requires a primary care physician referral system within the network. The prescription co-pay is \$5 for generic drugs and \$10 for brand name drugs that are approved in the plan. (The HMO has a separate prescription card). If the *eligible* employee chooses the HMO health plan, the district agrees to share one-half (1/2) of the savings of the employee's policy between the **Flexible PPO** premium cost as compared to the HMO premium costs. This savings will be paid twice a year in December and June.
- B. All current and future eligible employees will have the option to “buy up” to the PPO **or Flexible PPO** Plan level of health insurance coverage. This may be done during the annual open enrollment period, by paying the difference in premium costs through payroll deduction.
- C. **For all employees hired after 7-1-03**, the board will provide a HMO Health Care Plan (Appendix E). Health care coverage will be provided according to the following schedule:
- Employees working 10 months or less (paraeducators and media paraeducators) will be eligible for single person HMO health plan coverage.
 - Hour requirements as described in Article XVIII I and J will apply
 - Newly hired 10 month eligible employees may upgrade their personal family coverage by co-paying the premium difference for 2 person or full family level of coverage through payroll deduction.

ARTICLE XVII
FRINGE BENEFITS Cont'

- D. The coverages listed are all subject to the terms and conditions of the Clarkston Community Schools benefit plan enclosed as Appendix A, B, C or in the Plan Summary booklets that will be provided to each employee.
- E. **All eligible employees will receive the following benefits:**
1. Group Term Death Benefits - \$25,000 AD&D that will be paid to employee's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. Group Long Term Disability Protection - Sixty percent (60%) of salary; waiting period ninety (90) calendar days straight time to a maximum benefit of two-thousand dollars (\$2,000) monthly benefit. All pre-existing conditions are covered if the employee is actively at work for at least five (5) consecutive working days after the plan is effective. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 3. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan This coverage is for all qualified members of the bargaining unit *who have another dental insurance coverage* which coordinates those benefits with Clarkston Community Schools (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Class I and II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. Internal coordination of benefits for all qualified members of the bargaining unit who have some form of dental coverage.

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Class I and Class II benefits are limited to one-thousand five hundred dollars (\$1,500) annually. This coverage is for all qualified members of the bargaining unit who *do not have anyother form of dental insurance coverage*. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 4. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). Vision benefits will duplicate those of VSP I coverage except that the coverage will provide vision benefits once in a two (2) year period. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- F. Employees not selecting health insurance will receive a Cash In Lieu of Health Plan of one thousand dollars (\$1,000) per year, one-half (½) to be paid the first pay in December and one-half (½) to be paid the first pay in June.

ARTICLE XVII
FRINGE BENEFITS Cont'

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

- G. Newly eligible employees will not be eligible for benefits in Section C and E above, until the first of the month following the completion of their probation period with a satisfactory evaluation.
- H. If an employee shall terminate his/her employment with the district, the benefits listed in Section A shall also terminate.
- I. An employee on approved unpaid leave of absence or layoff may continue health benefits coverage by making appropriate arrangements with the Board office for payment for up to twelve (12) months. Benefits in Section A will be provided for employees scheduled to work thirty-two and one-half (32 ½) hours or more per week or the maximum hours that the district is offering who have completed their probation period with a satisfactory evaluation.
- J. Employees (not substitutes) scheduled to work seventeen (17) hours per week who have completed probation with a satisfactory evaluation will be eligible for one-quarter (¼) of the cost of medical benefits.

ARTICLE XVII
FRINGE BENEFITS Cont'

in Section A to be paid by the Board. Employees (not substitutes) scheduled to work from twenty (20) hours per week who have completed ninety (90) work days with a satisfactory evaluation will be eligible for one-half (1/2) of the cost of medical benefits in Section A or C to be paid by the Board. The employee will be responsible for their portion of the cost by payroll deduction, only, if he/she selects this option.

- K. When an employee's paid sick leave is depleted during an illness or injury, health benefits will be continued while the employee waits eligibility for L.T.D., but in no case more than ninety (90) calendar days.
- L. The parties agree that the Board has no obligation to provide health benefits coverage to either the spouse or dependents of an employee who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

**ARTICLE XVIII
COMPENSATION**

Paraeducator Wage Schedule 09-10

STEP	High School	30 Credits	Assoc Degree 60 Credits Highly Qualified
1	\$11.22	\$11.34	\$11.54
2	\$11.35	\$11.45	\$11.66
3	\$11.45	\$11.55	\$11.77
4	\$12.60	\$12.72	\$12.93
5	\$13.70	\$13.80	\$14.02
6			\$14.17

09-10: 1% Increase 1st semester

½% off scale payment (based on 08-09 salary scale) paid on 2nd pay of Jan. 2010

10-11 1% Increase

Paraeducator Wage Schedule 10-11

STEP	High School	30 Credits	Assoc Degree 60 Credits Highly Qualified
1	\$11.33	\$11.45	\$11.66
2	\$11.46	\$11.56	\$11.78
3	\$11.56	\$11.67	\$11.89
4	\$12.73	\$12.85	\$13.06
5	\$13.84	\$13.94	\$14.16
6			\$14.31

1. Submission of official transcripts is required for employee to receive additional compensation on wage schedule for education or passing the work keys test.

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

	<u>Longevity Increase Per Hour</u>
After tenth year of continuous employment	\$.32
After fifteen (15) years of continuous employment	\$.16

- b. Employees must, minimally serve one (1) full year before being advanced to the next step of the salary schedule. The employee's step or longevity increment will be given on the next September 1 or March 1 after serving one (1) year period.

- A. No employee may receive more than two (2) longevity increments in their classification area.
- B. Severance: Based upon unused sick days, according to the following schedule:
 - 1. Severance Pay - Upon resignation or death, employees shall be compensated for one-half (½) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 - 2. Retirement Pay - Upon vested retirement, employees who are vested shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
- 1. In the event of an employee's death while still employed, with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 2.
- C. Individuals who have more than 100 days may sell the balance of annually accrued days over 100 at \$50 per day.
- D. Credit on the salary schedule for previous experience and training will be granted at the discretion of the Superintendent/designee.
- E. Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- F. Employee Education: The board agrees to set aside five hundred dollars (\$500) annually (July 1-June 30) minimally divided equally among all groups for reimbursement for the following:
 - 1. Upon the written authorization and pre-approval of the Superintendent or his/her designee, employees may be permitted to attend conferences or workshops related to their job duties and responsibilities. Board approved professional development activities according to the following guidelines:
 - a. Application for reimbursement for professional development activities must be made on forms supplied by the Board to the Superintendent/designee. The allocation of funds shall be made on a first-come basis.
 - b. An employee may only be eligible for reimbursement of funds in a succeeding semester if funds are available after all applications have been approved for those who did not receive reimbursement the preceding semester.
 - c. The professional development activity must be in the area of the employee's assignment.
 - 2. Employees must have approval from the Superintendent/designee prior to beginning a professional development activity.
 - a. The employee, to qualify for reimbursement, must have successfully completed the activity with a grade of "C" or better or written evidence of satisfactory completion.

- b. Reimbursement will be made after proof of successful completion of the activity (grade notification report) and cost invoice is submitted and approved by the Superintendent/designee.
- c. Reimbursement will be granted at one-half ($\frac{1}{2}$) of the cost of the activity (registration or tuition).