

AGREEMENT BETWEEN
SOUTHGATE COMMUNITY SCHOOL DISTRICT
and
BEACON EDUCATIONAL SPECIALISTS
BESSS/MEA/NEA
2005 - 2007

AGREEMENT

FOR THE YEARS 2005 - 2007

BETWEEN

**THE BEACON EDUCATIONAL SPECIALISTS
OF THE SOUTHGATE SCHOOLS/ MEA/NEA
(BESSS/MEA/NEA)**

AND

**THE SOUTHGATE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

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Article 1. Agreement

This Agreement is entered into by and between the Beacon Educational Specialists of Southgate Schools/MEA/NEA (BESSS/MEA/NEA) hereinafter called the "Association," and the Southgate Community School District Board of Education, hereinafter called the "Employer."

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

Article 2. Recognition

A. Bargaining Unit Defined

The Southgate Community School District Board of Education hereby recognizes the Beacon Educational Specialists of Southgate Schools-MEA/NEA, sometimes referred to hereinafter as BESSS/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 school-year paraprofessionals and school-year substitute paraprofessionals in the Beacon Day Treatment Program of the Southgate Community School District, including specifically:

1. Program Consultant
2. Behavior Specialist 1
3. Behavior Specialist 2
4. Program Assistant

Excluded from the bargaining unit are supervisors, teachers and all other employees such as day-to-day substitutes.

B. Definitions:

Day-to-Day Substitute: A non-bargaining unit employee who is employed to fill an absent bargaining unit member's position on a day-to-day basis.

Article 3. Association Dues/Agency Shop

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twenty-first (1/21st) of such dues, assessments and contributions from the regular salary check of the bargaining unit member beginning with the second paycheck in September and ending in June of each year.

Article 3. Association Dues/Agency Shop (Continued)

- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/ NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.
- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

Article 4. Extent of Agreement

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 to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

Article 5. Negotiations Procedure

A. Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer.

D. Negotiations for Successor Agreement.

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the scheduled expiration of the contract term. The parties do hereby mutually agree that this Agreement shall be extended until a successor Agreement is ratified; provided, that either party may terminate the extension with seven (7) calendar days written notice to the other party.

Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

Article 6. Association Rights

A. Information

The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association 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; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

B. Use of Facilities

The Association and its representatives shall have the right to conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

C. Mail

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in the Beacon Day Treatment Center. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

D. Association Leave

The Association shall have ten (10) days annually of Association leave time at the Employer's expense. The Association shall access this time by written notice to the Employer by the Association President.

E. 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) calendar days of such request.

Article 7. Bargaining Unit Member Rights and Protections

A. 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 Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection.

As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

B. Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

C. 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.

D. Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

Article 7. Bargaining Unit Member Rights and Protections (Continued)

D. Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

E. Special Education Complaints

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any occupational advantage, directly or indirectly by the Employer, its administrators or representatives, due, in any way, to the bargaining unit member having filed a complaint as defined in Rule 1a (c) of the Michigan Special Education Rules; participating in the investigation and/or resolution of such complaint as provided in Part VIII of the Michigan Special Education Rules; filing a report with an intermediate school district pursuant to Section 1711 (1)(j) of the School Code of 1976, as amended, MCLA 380.1711(1)(j); MSA 15.41711(1) (J); or, referring a student to the Superintendent, or his/her designee, for evaluation pursuant to the Michigan Special Education Rules (1979 Administrative Code R340.1722).

Article 8. Discipline and Discharge

A. 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 compensation, or occupational advantage; and discharge.

Any discipline, including that resulting from the adverse evaluation of a bargaining unit member's performance, shall be subject to the grievance procedure, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

B. 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. 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 Association. Any complaint not called to the attention of the bargaining unit member, within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

C. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within five (5) work days and shall present a copy of the letter to his/her appropriate administrator. 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.

D. Representation

A bargaining unit member shall be entitled to have present a representative of the Association 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 Association 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.

Article 8. Discipline and Discharge (Continued)

E. Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension with pay pending a "Just Cause" hearing.
- e. Suspension without pay.
- f. Dismissal for just cause only.

F. Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer.

Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, the member may submit a written response which will be placed in the file.

G. Adverse Material

Written reprimands and adverse material two (2) years old or more, will not be used against an employee, and will be destroyed.

Article 9. Grievance Procedure

A. Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit members may be processed as a grievance as hereinafter provided.

B. Hearing Levels

- a. **Informal Level:** When a bargaining unit member(s) or the Association believes a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- b. **Formal Level 1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
- c. **Formal Level 2:** If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent or designee. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s).
- d. **Formal Level 3:** If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration. The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

Article 9. Grievance Procedure (Continued)

C. Miscellaneous Conditions

- a. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement of the parties.
- b. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- c. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Level 2 of the grievance procedure.
- d. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
- e. A bargaining unit member who must be involved in the grievance procedure during the work day shall do so without loss of pay.
- f. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance may be processed to the next step of the grievance procedure.

Article 10. Evaluations

A. Frequency of Evaluation

Bargaining unit members shall be evaluated at least once every three years; probationary employees shall be evaluated at least once during their first sixty (60) workdays.

B. Monitoring

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

C. Observation

Bargaining unit member evaluation shall be by formal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work, generally thirty minutes in duration. Each observation shall be preceded by not less than forty-eight (48) hours notice.

Each bargaining unit member, upon his/her employment or at the beginning of the work year, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Association, and are a part of the job performed.

Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

D. Written Evaluations

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Article 10. Evaluations (Continued)

E. 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. All written evaluations are to be placed in the bargaining unit member's personnel file.

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.

F. 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 therefore in writing, with a copy to the Association.

G. 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 11. General Working Conditions

A. Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

B. Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use approved physical management techniques with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.

C. Medication

No bargaining unit member shall be required to dispense or administer medication, or perform diapering or medically related procedures.

D. Supervision

A bargaining unit member shall be responsible to only the building administrators.

E. Equipment, Supplies

The Employer shall provide without cost to the bargaining unit member approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.

Article 12. Work Year, Workweek, Workday

A. Work Year

The work year for all bargaining unit members shall be the same as that of the instructional personnel in the Beacon Day Treatment Program.

B. Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a holiday or other break scheduled on the school calendar, or a paid or unpaid leave pursuant to this Agreement.

C. Work Day

The work day for all bargaining unit members shall be seven hours and fifteen minutes except that Fridays shall be six hours and thirty minutes.

D. Duty-Free Lunch

All bargaining unit members shall receive a one-half (1/2) hour uninterrupted, duty-free lunch period.

E. In-Service

All bargaining unit members shall receive in-service training opportunities in conjunction with in-service training scheduled for the instructional staff.

F. Preparation Period

There shall be a preparation period of thirty (30) minutes twice weekly or one period of sixty (60) minutes each week for the various grade level units.

G. Dismissal Room

There shall be a rotation schedule allowing the more senior bargaining unit members to select their dates for their four weeks of dismissal room coverage first.

The behavioral consultant shall annually initiate the rotation schedule.

In the event of a member's absence, the principal shall arrange for coverage.

H. Parent Teacher Conference

As a valued member of a multi-disciplinary team and given the importance of the opportunities to interact with parents, attendance at parent/teacher conferences is expected.

Should the schedule create a hardship for a bargaining unit member, the following shall be the options available:

1. Attend two out of three conferences (if the bargaining unit member attends all three conferences they will earn .5 day of personal business time);
2. The bargaining unit member may work the half-day and not attend parent/teacher conference.

Article 13. Seniority

A. 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 day of regular and continuous paid employment as a bargaining unit member of the Beacon Day Treatment Program in the Southgate School District.

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 drawing lots in the presence of at least two (2) Association officers and two school administrators.

When a member has been employed in another bargaining unit of the employer and transfers into this bargaining unit he/she shall retain the seniority accumulated in the prior unit but only for the purpose of calculating wages and benefits. Only seniority earned within the Beacon Educational Specialists of Southgate Schools (BESSS) shall be used for purposes of layoff and recall.

B. 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 regular and continuous paid employment as an employee of the Beacon Day Treatment Program of the Southgate School District. The probationary period shall be one school year or its equivalent.

C. Classifications

There shall be the following classifications:

1. Program Consultant
2. Behavior Specialists 1 and 2
3. Program Assistant

D. Seniority List

The Employer shall prepare, maintain and post the seniority list and provide copies to the association. The seniority list shall annually be posted by October 1. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

Article 13. Seniority (Continued)

E. Accommodation

Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease, or sustains a handicap for which reasonable accommodation needs to be made, while employed by the Employer, may at his/her option be employed at other work on a job that is operated by the Employer which he/she can do, without regard to any seniority provision in this Agreement.

F. 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.

Article 14. Layoff, Recall and Reduction in Personnel

A. Layoff Defined

Layoff shall be defined as the necessary reduction in the work force due to a lack of funding. The Association will be provided the facts, rationale and reasons for the need to eliminate or reduce a position or positions.

B. Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least sixty (60) work days prior to the effective date of the layoff.

C. Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in the work force shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

D. Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, if qualified, be granted priority status on the day-to-day substitute list according to his/her seniority.

E. Benefits during Layoff

Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer.

F. Recall

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 registered mail, return receipt requested, 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.

Article 14. Layoff, Recall and Reduction in Personnel (Continued)

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice to notify the Employer of his/her intent to return to work. The Employer may fill the position with a day-to-day substitute until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.

Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

Bargaining unit members shall maintain their right of recall for a period of five years or for a period of time equal to their seniority in the bargaining unit, which is longer.

Article 15. Vacancies, Transfers, and Promotions

A. Vacancy Defined

A vacancy shall be defined as a position previously held by a bargaining unit member who vacated an established position or a newly-created position in the bargaining unit that is not filled.

B. Summer Vacancies

The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address, or by email, if requested by the member.

All bargaining unit members interested in filling the vacancy, or interested in filling any vacancy occurring as a result of filling the initial vacancy, shall meet at the Beacon Day Treatment at a time designated by the district on a day during the week preceding the arrival of students.

C. School year Vacancies

Vacancies occurring during the school year will be filled by the following process:

1. If the vacancy occurs prior to the end of the first quarter of the school year, it will be posted for five (5) working days and filled within ten (10) working days until a position remains that no member bids on.
2. During the 2nd, 3rd, or 4th quarters, open positions will be filled with new hires, whose positions shall then be posted at the end of the school year.
3. In June, all positions filled over the preceding three (3) quarters with new hires will be posted for bids and filled at the start of the new school year.

D. Application for Vacancies

Interested bargaining unit members may apply in writing to the Beacon Administration within five (5) days following the posting period.

E. Award of Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the bargaining unit. Should the district determine that the most senior applicant is not qualified, it shall provide the reasons thereto, in writing, to the applicant.

Should no bargaining unit member apply, the vacancy shall then be filled by a qualified applicant from outside the Beacon Day Treatment building.

Article 15. Vacancies, Transfers and Promotion (Continued)

F. Requests for Transfer

Requests for transfer shall be made in writing annually to the Beacon administration. The request shall indicate the title of the position sought.

G. Involuntary Transfers

Involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

Article 16. Job Responsibilities

The parties shall meet annually, or as needed, to review job responsibilities for each of the bargaining unit positions and attempt to reach a consensus on them.

Job responsibilities shall not be changed without the participation and knowledge of bargaining unit members, and shall be made available to members.

Article 17. Sick Leave

A. Sick Leave

Each bargaining unit member shall be credited with five (5) days of sick leave at the beginning of each semester. Unused sick days shall accumulate to a maximum of one hundred thirty (130) days. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

A bargaining unit member who terminates employment before the end of the school year and who has used more than the number of sick days that would be accumulated at the rate of one day per month shall reimburse the district for the extra days used.

Sick Leave Usage

The bargaining unit member may use all or any portion of his/her leave to recover from his/her own personal illness or disability, or for the illness or disability of any member of his/her immediate family/step-immediate family as defined below, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

B. Reporting Absences

Bargaining unit members will call the Beacon answering service to report an absence no later than 6:30 a.m. on the day of the absence.

C. Attendance

The Association recognizes the importance of employee attendance in carrying out his/her duties and in contributing to the achievement of the district's educational mission.

D. Sick Leave Payout upon Resignation, Retirement or Death

- a. **Voluntary Resignation.** Upon voluntary resignation an employee will be paid at his/her then current rate for one-quarter (1/4) of his/her accumulated sick days.
- b. **Retirement.** Upon retirement an employee will be paid for one-third (1/3) of his/her accumulated sick days.
- c. **Death.** Upon the death of a bargaining unit member the member's beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days.

Article 17. Sick Leave (Continued)

E. Sick Bank

Upon exhaustion of sick leave, an employee may request other members of the bargaining unit to donate sick leave days to his/her sick leave accumulation. The school board, upon written authorization from the bargaining unit member donating the days, shall apply such days to the employee's accumulation and compensate the employee accordingly.

F. Employment-Related Injury; Worker's Compensation

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. Absence includes any time required for visits to the employee's doctor or to the employer's clinic.

Upon written request of the district the employee shall submit a medical statement relative to the injury.

The Employer shall pay to such bargaining unit member the difference between his/her salary and the amount he/she receives under the Michigan Workers' Compensation Act for the duration of such absence.

A bargaining unit member may return to work at any time that he/she is medically certified to fully perform the job.

Upon return from worker's compensation, the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.

G. Immediate Family/Step Immediate Family

Immediate family/step immediate family shall be defined as: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or dependent member of the employee's immediate household.

H. Childhood Illness in the Workplace

Should any bargaining unit member contract mumps, scarlet fever, conjunctivitis, measles, chicken pox or any other disease commonly recognized as a childhood disease, when there is an occurrence of same in the workplace, and be absent from work because of such illness, such illness shall be recognized as having been contracted in the course of such bargaining unit member's employment and shall not be deducted from the member's sick leave.

Article 18. Other Paid Leaves

A. Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business that cannot be conducted outside of work hours. A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave.

Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances.

B. Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.

C. Armed Services

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period of up to two weeks when the affected bargaining unit member engages in training.

During a national emergency the employee shall be granted unpaid leave.

D. Bereavement Leave

The bargaining unit member shall be granted four (4) days of paid leave per death for immediate family/step-immediate family members.

Immediate family/step immediate family shall be defined as mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or dependent member of the employee's immediate household.

The bargaining unit member may take one (1) paid day per year to attend the funeral of any person not covered in the above paragraph. Unused funeral/bereavement leave shall not be cumulative.

Article 19. Unpaid Leaves

A. Permissive Leave of Absence

Leaves of absence without pay for up to one (1) year in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate. The member shall make the request at least 30 days in advance of the leave.

A bargaining unit member returning from a leave of absence shall be reinstated to the same or like position he/she held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level he/she would have been at had he/she worked during the period.

B. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

C. Association Office

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association, or an officer or intern or staff member in its state or national affiliate.

D. Public Service

A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office.

E. Educational Leave

Educational leaves of absence may be granted to seniority employees for a period not to exceed one (1) year with an option to request a one-year extension. Requests for educational leave must be received by the Director of Special Education at least thirty-days in advance of the anticipated commencement of the leave in order to be considered.

Article 19. Unpaid Leaves (Continued)

No more than two seniority members per semester shall be granted a leave with health benefits to do student teaching. In the event that more than two members apply at the same time, the leave shall be granted to the applicants who have the greater seniority in the bargaining unit. A member will be limited to two leaves for the purpose of student teaching.

F. Family Leave

A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

G. Family and Medical Leave Act

A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave. The employee may elect to use his/her paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, stepparent, or grandparent.

H. Pregnant Bargaining Unit Member

A bargaining unit member may commence the family leave before or after the birth of her child, upon approval of her doctor. The family leave is available to the bargaining unit member at the termination of her sick leave, at the option of the bargaining unit member. The bargaining unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.

Article 20. Insurance and Hospitalization

A. Workers' Compensation.

Employees incurring on-the-job injuries will be protected by Worker's Compensation.

B Life Insurance.

The School District will select an insurance carrier and pay the premium to provide \$30,000 term-life insurance for full-time seniority employees.

C. Vision Insurance.

Beginning with the 1996/97 school year, the School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

A. Examination	\$ 35.00
B. Regular Lenses	\$ 56.00 per pair
C. Bifocal Lenses	\$ 90.00 per pair
D. Trifocal Lenses	\$110.00 per pair
E. Frames	\$ 55.00
F. Contact Lenses	\$115.00 per pair
	\$200.00 per pair, if medical required

D. Long Term Disability Insurance

Effective with September 1, 1998, the School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:

- a. Benefit of 65% of the employee's salary not to exceed \$2,000 per month for 12 months.
- b. The benefits shall continue until the employee becomes age 65.
- c. Shall cover existing conditions.
- d. Shall cover both occupational and non occupational disabilities.
- e. Contain an occupational rehabilitation waiver of no more than three (3) years.
- f. Shall have a 90 calendar days waiting period before the employee is eligible for benefits.
- g. Shall have an additional 20 calendar days waiting period for recurrence of the same disability.
- h. Shall cover disabilities that result from illness or injury.
- i. Social Security Freeze.

Article 20. Insurance and Hospitalization (Continued)

E. Dental Insurance

Effective with September 1, 1998, the School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

- a. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
 1. Oral Hygiene Instruction.
 2. Experimental Treatment.
 3. Dietary Planning.
 4. Cosmetics.
- b. 80% of Prosthetic Services to be paid by the carrier. Exclusions are:
 1. Lost, misplaced or stolen prosthetics.
 2. Additional costs for gold.
- c. 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.

F. Health Insurance

For seniority employees, the School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The BCBS Community Blue PPO Plan I will be made available beginning the month of July 2006 and a Drug Program with a \$5 generic, \$5 no generic available and \$10 brand name with generic available co-pays.

If the district no longer receives funds pursuant to Act 18 of the Wayne County special education tax, or if the district's Act 18 funding is reduced, the health benefits shall continue through the end of the then current contract year, but the parties will meet and bargain in good faith as to which, if any, of the benefits set forth in this article, the district is financially able to continue.

G. Cash In Lieu of Health Insurance

An employee may elect to waive the health and prescription coverage provided above and receive eight hundred dollars (\$800) per year. This benefit shall only be available to an employee who has or can obtain medical coverage from another source other than the Southgate Community School District.

H. Cash In lieu of Dental and Vision Insurance

An employee may elect to waive the dental and vision coverage provided above and receive two hundred dollars (\$200) per year. This benefit shall only be available to an employee who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.

Article 20. Insurance and Hospitalization (Continued)

I. Cash in lieu of Prescription Coverage

An employee may elect to waive the prescription coverage provided above and receive four hundred dollars (\$400) per year. This benefit shall only be available to an employee who has or can obtain prescription coverage from another source other than the Southgate Community School District.

J. Cash in lieu of Health Coverage

An employee may elect to waive the health coverage, only (not the prescription coverage), provided above and receive eight hundred dollars (\$800) per year. This benefit shall only be available to an employee who has or can obtain health coverage from another source other than the Southgate Community School District.

K. Section 125 Plan

The district shall provide to bargaining unit members a qualified plan under section 125 of the internal revenue code that includes the following:

- a. Cash option plan (for cash in lieu of health insurance)
- b. Medical spending account (for medical costs not covered by insurance)
- c. Dependent care reimbursement

Bargaining unit members electing any of these benefits shall do so through a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

Funds unexpended at the end of each insurance year shall be paid to the Southgate Anderson High School scholarship fund.

Article 21. Salaries

A. Salaries

Employees shall be compensated in accordance with the salary schedule as set forth in Appendix A. All employees' salaries shall be paid on an annual salary basis.

B. Payment for Short Term Assignments

Daily payment for short-term assignments in excess of one (1) hour but less than three (3) hours shall be the bargaining unit member's regular pay for that day, plus \$25.00. Assignments in excess of three (3) hours shall be the Bargaining unit member's pay for that day, plus \$40.00. Excluded from the above will be maternity leaves and other long-term leaves if a certified teacher has been assigned to the position.

C. Longevity

Longevity shall be based on the most recent date of hire in either the Beacon Day Treatment Program or in the school district. Longevity shall be paid at the completion of the school year in which an employee completes the necessary years of service to qualify for longevity and for subsequent years thereafter.

Longevity pay shall be paid on a prorated basis for those who leave employment on a date other than their employment anniversary. Longevity shall be paid in one lump sum on a separate check from normal wages. Said payment shall be made on the first pay after the last normal payday in June of each year.

D. Pay Period

Each Bargaining unit member shall have the following options as to the payment of their annual salaries:

- A. Twenty-one (21) equal payments, September to June.
- B. Twenty-six (26) equal payments annually with twenty-one (21) equal payments during the school year and the balance paid in five (5) separate checks biweekly during the summer recess.
- C. Twenty-one (21) equal payments, September to June, with the balance (equal to compensation of five (5) separate checks payable in one check on the last pay of the school year.

E. Tuition Reimbursement

The district shall annually provide up to \$500 of tuition reimbursement to a bargaining unit member to upgrade his/her skills. To qualify, the member must be enrolled in a course that is part of a college level program in education or social work approved by the administration. To receive the reimbursement the member must submit proof of participation in the course and a receipt or reasonable facsimile.

Article 22. School Closure/Dismissal/Act of God

A. School Closing

When an act of God, or an Employer directive, forces the closing of school, the bargaining unit members shall be excused from reporting to duty without loss of pay.

B. School Cancellation After Opening

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work with no loss of pay.

Article 23. No Strike Clause; No Lockouts

The work "strike" shall be defined as a concerted failure to report to duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment. There shall not be "Strikes" of any kind between Association, its officers, representatives, or members during the term of this agreement.

There shall be no lockouts on the part of the employers.

Article 24 . Board Rights

A. Board Rights

All management rights and functions except those which are clearly and expressly abridged by this Agreement or any supplement to this Agreement, shall remain vested in the Employer. It is expressly recognized, by way of illustration and not by way of limitation, that such rights and functions include but are not limited to management of the School District, establishment and enforcement of working rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification. It is understood and agreed that none of the above shall be exercised contrary to specific provisions of this agreement.

B. Laws

The Employer agrees to enforce, as they pertain to the Southgate Community School District, 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.

Article 25. Mentors

- A. Each bargaining unit member in his/her first two semesters in the Beacon Day Treatment Program shall be assigned a Mentor by the Association with the Employer.
- B. The purpose of the mentor is to provide support and act as a resource person and consultant on areas of job performance for probationary employees or employees in need of assistance.
- C. Qualifications necessary to serve as a mentor:
 - Must be available at times when the mentee is available.
 - Must have three years or more experience as a bargaining unit member of the Beacon Day Treatment Program.
 - Must have a good understanding of the social learning program.
- D. The mentor will meet formally with the mentee for at least an hour each month, in addition to the frequent, informal meetings that may occur, during the mentee's first two semesters as a bargaining unit member.
- E. A Mentee shall only be assigned to one (1) Mentor at a time and a Mentor shall only be assigned one (1) Mentee at a time.
- F. Participation as a Mentor shall be voluntary.

Confidential Relationship

Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality performance, the Employer and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor or Mentee. Neither the Mentor nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor.

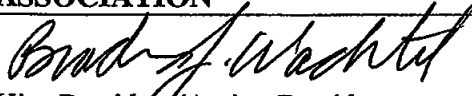


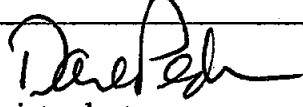


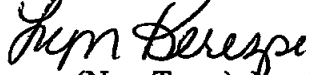

Compensation

Each Mentor shall be paid three hundred dollars (\$300) for each assigned Mentee.

Article 26. Duration of Agreement

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until the 30th day of June, 2007.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives.

ASSOCIATION	BOARD OF EDUCATION
 Vice President/Acting President, Braden Wachtel	 President, Board of Education
 Negotiating Team, Stephanie Al-Salah	 Superintendent
 Negotiating Team, Debra Compton	
 Secretary, Kathleen Hill	
 Treasurer (Neg. Team), Lyn Kerezsi	
 UniServ Director, Eli Grier	
Date: 9/26/06	Date: 9/26/06

APPENDIX A. Salary Schedule.

The 2004-05 salary schedule shall remain unchanged for the 2005-06 contract year.

The 2004-05 salary schedule shall be improved by two per cent (2%) and paid out during the 2006-07 contract year.

Position:	Program Assistant	Behavior Specialist I	Behavior Specialist II	Program Consultant
Step:				
1	22,409	33,764	27,933	33,764
2	22,775			
3	23,557			

The 2004-05 salary schedule shall be improved by two and one-half percent (2 1/2%) at the end of the 2006-07 contract year, but shall not be paid out during the 2006-07 contract year.

Position:	Program Assistant	Behavior Specialist I	Behavior Specialist II	Program Consultant
Step:				
1	22519	33,930	28,070	33,930
2	22,886			
3	23,672			

NOTES:

New employees will be placed on Step 1 at the beginning of their employment and will advance to the succeeding step on their anniversary date.

Bargaining Unit Members will receive: \$20 per credit hour beyond sixty credit hours for a maximum of thirty additional credit hours; a \$250 stipend if required to get CPI certification; and, a \$250- \$350 stipend once during each school year if they are required to train other employees.

Longevity in the school district and/or in the Beacon Program:				
Position:	Program Assistant	Behavior Specialist I	Behavior Specialist II	Program Consultant
5 years	250	250	250	250
10 years	500	500	500	500
15 years	750	750	750	750