

AGREEMENT BETWEEN  
SOUTHGATE COMMUNITY SCHOOL DISTRICT  
and  
SOUTHGATE SPECIAL EDUCATION  
PARAPROFESSIONAL ASSOCIATION - SOUTHGATE CHAPTER  
2005-2007

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**AND**

**SOUTHGATE SPECIAL EDUCATION**

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**SOUTHGATE CHAPTER**

**July 1, 2005 - June 30, 2007**

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## **PURPOSE AND INTENT**

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

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.

Both Paraprofessionals and the School District recognize the need for the trust and cooperation in order to deal with school improvement activities and create a positive learning environment. The process of site-based decision making and school improvement will be a cooperative effort using problem solving and a win win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students" and the participation of paraprofessionals, teachers, administrators, parents, and other community members is necessary to become an exemplary school district and to meet the goals of the District's mission statement.

## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board recognizes the Southgate Special Education Paraprofessional Association, Southgate Chapter, as having been designated and selected by a majority of its employees in the Unit described below for the purpose of collective bargaining with the respect to rates of pay, hours of employment and other conditions of employment. Pursuant to Sections 26 and 27 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit.
- 1.2 Unit: Special Education Paraprofessional Employees
  - A. Elementary and secondary classroom paraprofessionals
  - B. Intake Worker - Family Resource Center
  - C. Transitions paraprofessionals
- 1.3 The unit shall exclude instructional paraprofessionals in the General Education area that may be employed Preschool-12. The unit shall also exclude Beacon Day Treatment Center paraprofessionals. The unit shall include all Special Education Paraprofessionals of the Southgate Chapter.

## **ARTICLE II**

### **REPRESENTATION AND BARGAINING**

- 2.0 For all intents and purposes, the terms association and union in this contract refer to the Southgate Chapter of the Southgate Special Education Association.
- 2.1 The Association reserves as its right the development of its constitution, bylaws, and the election of its officers and to update that list as changes occur. The Association shall provide the administration with a description of its officers.
- 2.2 The Association President shall be notified in writing whenever there will be a regular or special Board of Education meeting.
- 2.3 The District and the SSEPA agree not to discriminate against any paraprofessional, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. An alleged violation of this section shall be processed in accordance with Board policy.

## **ARTICLE III**

### **AGENCY SHOP**

- 3.1 Any eligible employee, as defined in Article I, must become a member of the Association within 30 (thirty) consecutive days and are eligible to receive all union benefits and compensation. The dues will become due and payable by payroll deduction at the time of hire.

## ARTICLE IV

### UNIT CLASSIFICATION

#### 4.1 **Classification I**

The following positions shall be considered in Classification I for purposes of assignment issues in the unit such as, but not limited to: layoff, recall and involuntary transfers.

- A. Elementary and secondary classroom paraprofessionals
- B. Intake Worker - Family Resource Center

#### **Classification II**

The following positions shall be considered in Classification II for purposes of assignment issues in the unit such as, but not limited to, layoff, recall and involuntary transfers.

- A. Transitions paraprofessionals

## ARTICLE V

### VACANCIES, TRANSFERS AND SUBSTITUTES

- 5.1 A. A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position of the bargaining unit. 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 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> 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.
- B. Whenever a vacancy occurs, the Office of Personnel shall notify the Association president.
- C. Vacancies will be filled from within the bargaining unit provided the applicant is qualified. Vacancies shall be filled on the basis of seniority and qualifications.
- D. Substitute employees may be hired to fill a temporary vacancy in the bargaining unit. Such employee will be told at the time of hire that the job is on a daily basis and is not entitled to permanent status.
- 5.2 A. Requests for transfer shall be made in writing to the Personnel Office. The request shall be specific, indicating position and building.
- B. Qualified bargaining unit members who have requested transfers shall be given preference over new employees according to seniority.
- 5.3 A. Substitute work will be offered to laid-off employees on a seniority basis. The rate of pay shall be the same rate of pay for which the employee would be eligible if that employee were on full employment status.



## ARTICLE VI

### SENIORITY AND LAYOFF-RECALL

- 6.1 A. All new employees hired in the unit shall be considered probationary for the first year of their employment. The employee becomes eligible for all pay increases as well as applicable benefits upon date of hire. A new hire shall start at the first step. After the probation period the seniority date shall be established as the original date that work began.
- B. There shall be no seniority among probationary employees. No employees shall bring their seniority from a previous occupation within or outside the District.
- C. The employer shall prepare, maintain and post the seniority list. A copy will be made available to the Association. The seniority list will include leaves and layoff dates.
- D. Prior to 1/1/95 the Association submitted their seniority list as it stands. Beginning 1/1/95 when more than one individual begins employment on the same date, seniority shall be determined by a drawing to be held at a general meeting with their membership and the Association shall inform the Personnel Office of the order of the seniority drawing. Such notice will be submitted to the Personnel Office within three (3) working days following the drawing.
- 6.15 A. A job elimination is the elimination of an established permanent position.
- B. If a senior employee's job is eliminated, then that senior full-time employee replaces the least senior full-time employee, in their classification. If the lowest senior employee is part-time, the displaced employee has the option to take the part-time position or the lowest seniority full-time position.
- C. When a senior part-time employee's job is eliminated, then that senior part-time employee replaces the least senior part-time employee in their classification.
- D. If the job elimination involves more than one person, the affected employees will collectively meet. The following will be in attendance at the meeting: Director of Special Services or designee, the employees and Union Board Members to decide or choose from the remaining position(s) according to seniority rights and qualifications.

## SENIORITY AND LAYOFF - RECALL (Continued)

- 6.2 A. Layoff means a reduction in the working force.
- B. If it becomes necessary to reduce the number of employees in the SSEPA due to lack of finances, the Director of Special Education agrees to discuss with the Association the possibility of a reduction in staff prior to the date of the layoff. The Association will be provided with facts, rationale and reasons for the need to layoff.
- C. In the event of a layoff, probationary employees shall be laid off first. If further reduction is necessary, then the layoff shall be in reverse order of seniority and qualifications, with the employee with the least seniority and qualifications in their classification being laid off first.
- D. Paraprofessionals who are subject to impending layoff shall be notified in writing fourteen (14) working days prior to the actual day of layoff.
- E. Seniority will be retained and not accumulated during lay-off. Seniority will resume upon the first day of returning to work.
- 6.3 A. When the working force is increased after a layoff, qualified employees will be recalled in the reverse order of layoff, that is, the most senior and qualified person on the layoff list will be recalled first until all laid off employees have been returned. All employees shall have the right to be recalled to their classification in the bargaining unit up to the same time as length of service.
- B. Notice of recall will be sent via registered mail with a return receipt requested. If an individual cannot be contacted and a fifteen (15) day period has passed and no adequate excuse can be provided by the employee or Association, the person's employment will be terminated.
- C. Refusal of a recalled position with the same amount of hours could mean immediate termination.
- D. It shall be the responsibility of the employee to notify the employer of any change of address or telephone number.
- E. The recalled employee that worked full-time does not have to accept a half-time position and remains eligible for unemployment benefits. They will not be terminated.

## **ARTICLE VII**

### **EVALUATION**

- 7.1 A. The evaluation of the work of the Paraprofessional is the responsibility of the Director of Special Education or his/her designee. These evaluations will take place annually for the first two (2) years of probation. Verification of completed evaluations shall be sent to the union President. The paraprofessional has the right to respond in writing to the evaluation and have the response attached to the evaluation within 15 days. The refusal to sign the evaluation is considered insubordination and could result in termination.
- B. In the event that a union member works in more than one position, they will be evaluated at both positions.
- 7.2 Job Descriptions
- A. The paraprofessional is under the direct supervision of the basic/resource classroom teacher. If the paraprofessional is a one on one or works in a general education classroom, the direct supervisor is the caseload teacher.
- B. Any change in an existing job description that takes place after the beginning of a school year shall be in writing with a complete description of new job from the Director of Special Services.

## **ARTICLE VIII**

### **DISCIPLINE**

8.1 The School District has the right to dismiss or suspend seniority employees for the following reasons:

- a. Undesirable conduct
- b. Violation of policy or regulations
- c. Unsatisfactory performance

8.2 Disciplinary Procedure

The employer and union understand that the purpose of discipline is to improve work performance. With that in mind, the employer agrees that the concept of progressive discipline will be used when disciplining employee. With the exceptions of (a) acts that, the Employer determines, warrant immediate discharge and (b) acts, that the Employer determines, are serious enough to forgo some of the warnings, the Employer agrees to follow the procedures as set forth:

- a. Verbal
- b. Written warning
- c. Individual Development Plan may include the use of a mentor
- d. Suspension
- e. Discharge

An employee, whenever possible, shall be notified in advance, in writing concerning the time, place and reason(s) of any disciplinary conference.

Such conferences and reprimands will be considered in private between the affected employee, union representative and Director of Special Education and/or designee.

Any written report of such a conference prepared by the Employer shall be signed by all parties indicating only that such a report has been read by the employee. The employee may affix his/her response, reactions, within three (3) days.

8.3 Definition of Mentor

Mentor - an employee who will provide support; act as a resource person and consultant on areas of job performance with probationary employees and/or seniority employees who need improvement.

## **DISCIPLINE (Continued)**

### **8.4 Notice of Discharge or Discipline**

Upon any such action being taken against any employee, the Employer agrees to promptly furnish the employee and the Union President, in any event, a written copy of the notice of discharge or discipline.

### **8.5 Appeal of Discharge or Discipline**

If the employee or union representative believes the action taken to be unwarranted in the particular case, a written and/or verbal appeal within five (5) days of the action may be made.

## ARTICLE IX

### GRIEVANCE PROCEDURE

9.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

9.2 Step I

An employee or the Association having a grievance shall first present the grievance in writing on a form provided by the District, to the Director of Special Education within ten (10) days after the occurrence. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated and shall be signed by the employee and Association president. Within ten (10) days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.

Step II

If the employee or the Association is not satisfied with the Director's written answer, or if no answer was given by the Director within the time limit, the employee may appeal the grievance to the Superintendent or a designee, by filing the grievance with the Superintendent's office within five (5) days following receipt of the Director's answer. Within ten (10) days, the Superintendent or a designee shall meet with the Association president and the grievant upon request to discuss the grievance and an answer shall be received within ten (10) days following the meeting.

Step III

If the employee or the Association is not satisfied with the Superintendent's or designee's answer, the Association may appeal the grievance to the Board of Education by delivering to the Superintendent's office the appeal within seven (7) days after receipt of the Superintendent's or designee's answer. The appeal should state the reason why the Association does not agree with the Step 2 answer and shall be signed by the Association president. The Board of Education shall consider the grievance at its next regularly scheduled meeting, or twenty (20) days, at the Board's option, and shall answer the grievance in writing by mailing to the Union its answer within five (5) days after reaching its decision.

9.3 Any grievance not advanced to the next step by the employee and/or Association within the time limit in that step shall be deemed withdrawn. Time limits may be extended by the Employer and the Association in writing; then the new date shall prevail.

## ARTICLE X

### ATTENDANCE AND LEAVE

- 10.1 A. Employees may earn up to ten (10) sick days a year for a ten (10) month employee and up to twelve (12) sick days per year for a twelve (12) month employee. These sick days will be given at the beginning of each school year, five (5) of these days shall be advanced at the beginning of each semester.
- B. Any unused portion of these sick days shall be allowed to accumulate to a maximum of 120 days (1994/95) and 130 (1995/96) and 140 days (2002/03). Upon voluntary termination employees will be paid for one-fourth (1/4) of accumulated sick days. Upon retirement employees will be paid for one-third (1/3) of their accumulated sick days. Upon the death of a paraprofessional the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days.
- C. The employer shall pay the employee's full salary with no withdrawal from the employee's accumulated sick days for a job related injury caused by an assault which results in lost time seven (7) days or less, upon the district's health clinic's written verification of the employee's inability to perform work tasks.
- D. Any full-time employee receiving an injury on the job and requiring him/her to go to the district's clinic will receive pay for the full day's work at the regular rate, and if he/she is required to report back to the district's clinic, he/she will be paid for the time lost.
- E. In a job related injury it is the employees' responsibility to fill out appropriate forms immediately and report to districts' clinic within 48 hours.
- 10.2 Attendance Procedure
- A. Absences from work should be reported to the School District at least one (1) hour prior to the Paraprofessional's scheduled starting time by calling the School District answering service at 285-4242.
- B. The Union recognizes the importance and necessity of attendance to the School District. The District has the right to investigate the pattern and/or excessive absenteeism which shall result in disciplinary action. Further, the Board may request and require reasonable proof of either an employee's ability or inability to return to work.
- C. Any resulting disciplinary action will be progressive. Prior to issuing said action each case will be reviewed based upon its own merit.

## ARTICLE X - ATTENDANCE AND LEAVE (Continued)

- 10.3 Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice together with a reason for the time off. Unused personal business days shall be accumulated as sick days. Twelve month, full-time employees can use their sick/personal days throughout the work year. Personal business days shall not be used to extend a scheduled break.
- 10.4 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 an educational leave must be received by the Human Resources Director with a copy to the Director of Special Education at least thirty (30) days in advance of the anticipated commencement of the leave in order to be considered. Seniority will be retained and not accumulated during lay-off. Seniority will resume upon the first day of returning to work.
- 10.5 Permissive Leave of Absence
- A. The Director of Human Resources/Director of Special Education may grant a leave of absence without pay to any seniority employee for a period not exceeding one (1) year. Seniority will be retained and not accumulated during lay-off. Seniority will resume upon the first day of returning to work. Requests for leave without pay must include reasons and be requested thirty (30) days in advance.
  - B. The Director of Human Resources / Director of Special Education may grant the employee's request to return earlier than previously requested on a ten (10) day written notice.
  - C. The employee returning from leave shall immediately be assigned to a like position but not necessarily in the same position, but the same classification. If there are any job openings at the time the employee returns, that employee shall have the right to bid on an open position. If there are not any job openings at the time the employee returns, that employee shall replace the lowest seniority like position.
- 10.6
- A. Any employee shall be allowed five (5) working days as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family/step-immediate family is to be defined as follows: 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.
  - B. Each employee will be granted one (1) funeral day per school year for a funeral not covered in Section A above.



**ARTICLE X - ATTENDANCE AND LEAVE (Continued)**

- 10.7 A. There shall be three (3) allowable Act of God days per year when such days are declared by the Superintendent or the Board of Education. The first three (3) such days that teachers do not report, paraprofessionals shall not be required to report and no loss of compensation shall result. Additional days beyond the three (3) shall be rescheduled in accordance with the teacher bargaining unit calendar and compensation shall be appropriately adjusted.
- 10.8 A. The employee who is required to serve on jury duty will receive the difference between jury pay and the employee's daily wage, with no loss of contract benefits during the period of service. Any mileage benefits by the courts shall not enter into the computation outlined above.

**ARTICLE XI**

**INSURANCE AND HOSPITALIZATION**

- 11.1 Employees incurring on-the-job injuries will be protected by Worker's Compensation.
- 11.2 The School District will select an insurance carrier and pay the premium to provide \$24,000 of term-life insurance for full-time seniority employees.
- 11.3 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<br>\$200.00 per pair, if medical required |
- 11.4 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 \$700.00 per month.
  - 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 days (calendar days) waiting period before the employee is eligible for benefits.
  - g. Shall have an additional 20 day (calendar days) waiting period for recurrence of the same disability.
  - h. Shall cover disabilities that result from both illness or injury.
  - i. Social Security Freeze.

## **INSURANCE AND HOSPITALIZATION (Continued)**

- 11.5 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.
- 11.6 A. Effective July 1, 2006, the School District will assume the cost for health care protection within the benefits of the Blue Cross Blue Shield Community Blue PPO Plan I and a prescription drug benefit with a co-payment of \$5/\$5/\$10 through the Pharmacare Prescription Drug Plan. The benefits are offered only to those seniority employees that have a scheduled work assignment of a minimum of six hours a day and 30 hours per week.
- B. During the term of this Agreement, the School District shall have the right to change the hospitalization carrier as long as the new carrier policy provides substantially the same benefits as set forth above and the Union as been notified.
- 11.7 A. Both parties acknowledge and understand that the District is financially able to provide special education paraprofessionals with the fringe benefits set forth in this Memorandum only because the District has received a grant of funds from the Regional Service Educational Agency of Wayne County (Wayne RESA). This grant specifically states that the funds will be paid pursuant to Act 18 of the Wayne County Special Education Tax, commonly referred to as Act 18, and that the funds may be utilized only for the payment of fringe benefits to this bargaining unit of special education paraprofessionals.
- B. The parties, therefore, agree that if, at any time, the District no longer receives these grant funds from Wayne RESA, the District will have the unilateral right to immediately cease providing the fringe benefits set forth in this Memorandum. Should the District, at any time, cease receiving only a portion of the funds, the parties immediately will meet and bargain in good faith as to which, if any, of these benefits, the District is financially able to continue.

## INSURANCE AND HOSPITALIZATION (Continued)

- C. This right of the district to immediately cease providing all or a part of these benefits upon cessation of Act 18 funds is specifically recognized, and this right may be unilaterally exercised by the district at any time, including before or after expiration of the collective bargaining agreement and/or in the absence of an impasse in negotiations.
  - D. In the event that the Beacon Center Program ceases to be part of the District and/or Act 18 funds no longer is utilized from payment of this total fringe benefit package, special education paraprofessionals will be given a benefit package on a parity with other paraprofessionals within the District.
- 11.8 A. An employee may elect to waive the coverage provided in 11.6 above and receive eight hundred dollars (\$800) per year or a four hundred (\$400) payment if only the prescription rider is chosen. 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. A separate check will be issued for the total of health care and/or longevity.
- 11.9 A. An employee may elect to waive the coverage provided in 11.3 and 11.5 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 XII

### HOURS, WAGES AND HOLIDAYS

#### 12.1 Hours

- A. The normal working week and year shall coincide with the schedule for instructional personnel and be consistent with the building schedule.

Three additional working days will be added prior to the reporting day of all employees for the SSEPA members, if deemed necessary by the teacher and the Director of Special Education. They shall use this time to set up the classroom.

- B. The normal working day shall be consistent with the schedule of the instructional staff at that level. The normal working day shall be determined by the classroom teacher and the Director of Special Education to meet the needs of each individual classroom. The schedule shall contain a duty-free, unpaid lunch period equal to the building's instructional staff.
- C. The preparation periods shall consist of fifteen (15) minutes in the morning before instructional time and fifteen (15) minutes in the afternoon at the end of instructional time for ECDD classroom, Basic Skills classrooms and Resource Rooms only when needed. All other paraprofessionals will need prior approval from the Director of Special Services to be compensated for this time.
- D. To qualify for the status of bargaining unit member, the employee must work a regular schedule of twelve (12) hours or more per week. Only bargaining unit members are eligible for fringe benefits.
- E. It will be up to the Special Education paraprofessional, classroom teacher, and Administration to decide if he/she needs to attend any building meetings outside the normal hours of work. If the paraprofessional is required to attend such building meetings he/she will be monetarily compensated.

#### 12.2 Wages

- A. Employees shall be compensated in accordance with the wage schedule as set forth in 12.2B of this Agreement. All employees wages shall be computed on an hourly basis.

**ARTICLE XII - HOURS, WAGES AND HOLIDAYS (Continued)**

B. Classification I and II (Hourly)

	<u>05/06</u>		<u>06/07</u>	
	<u>With ESEA Requirement</u>	<u>Without ESEA Requirement</u>	<u>With ESEA Requirement</u>	<u>Without ESEA Requirement</u>
Step 1	12.82	11.82	13.01	12.01
Step 2	13.07	12.07	13.27	12.27
Step 3	13.35	12.35	13.55	12.55
Step 4	13.60	12.60	13.80	12.80
Step 5	13.85	12.85	14.06	13.06
Step 6	14.11	13.11	14.32	13.32

Conditional on employees gaining no more than one step per year.

New employees will be placed on Step 1 during their first year of employment. Employees will be placed on Step 2 on the anniversary date of the beginning of their second year of employment and so forth. Beginning with the start of the school year 2006/2007, members that are employed at the Transitions Program will receive .50 cents more per hour than the rates in the respective salary scale.

12.3 Holidays

- A. All employees shall be entitled to 26 paid holidays / 27 for 12 month employees: Friday before Labor Day, Labor Day, Election Day, Thanksgiving, Day after Thanksgiving, 10 days of Christmas vacation, Martin Luther King Day, 2 3 mid-winter break days, Good Friday, 5 days of Spring vacation, Memorial Day, July 4 (for 12 month employees only).

Election Day and Martin Luther King Day will be paid holidays as long as it is on the school calendar.

- B. In order to qualify for payment for a holiday, the hourly employee must either work or be on a compensable leave on the last scheduled working day prior to the holiday and the first scheduled working day following the holiday.

12.4 Extra Compensation

- A. Daily payment for emergency short-term assignments in excess of one (1) hour but less than three (3) hours shall be the Paraprofessional's regular pay for that day, plus \$30.00. Assignments in excess of three (3) hours shall be the Paraprofessional's regular pay for that day, plus \$45.00.

## ARTICLE XII - HOURS, WAGES AND HOLIDAYS (Continued)

- B. If a teacher substitute is called for the Basic Skills Classroom, Resource Room or the ECDD classroom, the daily payment shall be the Paraprofessional's regular pay plus \$25.00. At the end of the tenth (10<sup>th</sup>) consecutive day, this stipend shall end. This payment will be made until a maximum of 15 days are paid each school year.
- C. When a building has a scheduled half day for students and staff, the paraprofessional will be paid for a full day up to two (2) per year.
- D. In the event a paraprofessional is required to travel during the course of their work day, they shall be compensated for their travel time and shall be reimbursed for their necessary mileage at the then current IRS rate.

### 12.5 Longevity

Employees who have completed five (5) years of active work will receive \$300.00/year. Employees who have completed ten (10) years of service shall receive \$400.00/year. Employees who have completed fifteen (15) years of service shall receive \$600.00/year, and employees who have completed twenty years of service shall receive \$1000.00/year. Longevity shall be based on the most recent date of hire. 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.

### 12.6 Pay Period

Each Paraprofessional 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.

### 12.7 TUITION REIMBURSEMENT (Ongoing formal Education)

The District shall provide up to \$500 of college tuition reimbursement annually per bargaining unit member for continuing education approved by the administration to upgrade their position.

## **ARTICLE XII - HOURS, WAGES AND HOLIDAYS (Continued)**

Paraprofessionals making progress toward the No Child Left Behind Act requirements shall earn an additional 25 cents per hour.

- i. Paraprofessionals making progress for the additional 25 cents per hour shall be defined as follows:
  - a. Paraprofessionals in the process of taking:
    - i. College classes, at least one (1) per semester
    - ii. approved non-college classes (i.e., adult education classes)
    - iii. Pass local assessment (when parameters are developed by the State)
    - iv. Pass State assessment (when developed by the State)
    - v. achieved 60 college credit hours/or an associates degree.
  - ii. Paraprofessionals meeting the above requirements shall receive the 25 cents per hour retroactively to the first day of work for the 04/05 school year.

## **ARTICLE XIII**

### **NO STRIKE CLAUSE**

- 13.1 The word "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 XIV**

### **STATEMENT OF LAW**

- 14.1 This agreement has been negotiated and executed and shall be controlled by all applicable Federal and State laws, including any amendments that may hereafter be made during the life of the contract. Wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties agree to renegotiate such conflicting provision or provisions. All remaining provisions of this Agreement will remain intact.

## **ARTICLE XV**

### **MISCELLANEOUS**

- 15.1 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies and practices.
- 15.2 The School District shall reimburse each bargaining unit member the registration fee, and cost of required classroom materials and/or books for one class per year taken from the Southgate Adult Education High School completion program. To receive reimbursement, a course must be applicable to improving or enhancing job skills and/or professional development and have prior approval of the Superintendent or designee. Reimbursement shall be made within thirty days of evidence being submitted confirming completion of the course.
- 15.3 The School District shall provide training in behavior management/nonphysical intervention and any training pertaining to any position deemed important to the performance of the Paraprofessional in such a position as recommended by WC RESA.
- 15.4 The Paraprofessional position in the Family Resource Center will be included in the Southgate Special Education Paraprofessional Association in the event that this position becomes full-time or mutually determined by Union and Board of Education to meet minimum qualifications as a bargaining group position.
- 15.5 A Paraprofessional shall not perform the duties of a paraprofessional in a classroom in which his/her child is a student.
- 15.6 If the Early Childhood Disabilities Program (ECDP) has only one section and is for one-half day, the director will ensure that a seniority staff member will be provided with a full-time position that will include the ECDP.

**ARTICLE XVI**

**DURATION OF AGREEMENT**


This Agreement shall become effective on the date of School Board ratification and shall continue in full force and effect up to and including June 30, 2007.

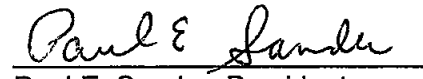
On July 1, 2007 this Agreement shall terminate unless the parties enter into a written extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 30<sup>th</sup> day of May, 2006.


**SOUTHGATE SPECIAL EDUCATION  
ASSOCIATION**

**BOARD OF EDUCATION**

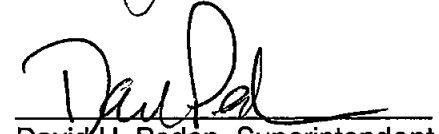
  
Lori Freckelton, President


  
Paul E. Sander, President

  
~~Darlene Renaud~~, Vice President  
*Debbie Fobar*

  
Kimber L. Labadie, Secretary

  
Kathi Kimling, Secretary

  
David H. Peden, Superintendent

  
Karen Ridge, Treasurer

**SPECIAL EDUCATION PARAPROFESSIONALS**  
**SENIORITY LIST**  
**Updated June 2006**

	<u>Date of Hire</u>	<u>Leaves/LayOff</u>
	<u>Seniority Date</u>	
1. Ledwick, Marlene	3/29/85	
2. Kimling, Kathi	9/2/86	
3. Renaud, Darlene	9/ 4/90	
4. Rasizzi, Cynthia	8/30/93	
5. Ridge, Karen	5/30/95	
6. Moffat, Dyon	6/ 5/95	
7. Swift, Ann Marie	9/ 7/95	
8. Karnes, Roseann	8/25/97	Leave of Absence 5/9/05
9. Greene, Tammy	8/25/97	
10. Dodson, Debra	9/22/98	
11. Stafford, Terry	8/25/99	
12. Lemay, Brenda	9/24/99	
13. Freckelton, Lori	10/22/99	
14. Peters, Marianne	9/5/00	
15. Gniewek, Cynthia	1/4/01	
16. Grzywa, Terri	2/19/01	
17. Brandt, Rose	10/19/01	
18. Madden, Rebekah	9/3/02	Lay Off Voluntary 9/15/05
19. Fobar, Deborah	9/17/03	
20. Wlodkowski, Jill	9/29/03	
21. Cummings, Billi	12/16/03	
22. Brill, Cornelia	2/23/04	
23. Bentley, Michelle	4/5/04	
24. Gabel, Christine	9/14/04	
25. Kilgore, James	1/3/05	
26. Butler, David	11/17/05	Leave of Absence 5/15/06