July 1, 2024 through June 30, 2027

MASTER AGREEMENT

between

BERRIEN SPRINGS SUPPORT PROFESSIONAL ASSOCIATION

and

THE BOARD OF EDUCATION
BERRIEN SPRINGS PUBLIC SCHOOLS
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AGREEMENT

This Master Contract entered into by and between the Board of Education of the Berrien Springs Public Schools, herein called the “District,” and the Berrien Springs Support Professional Association (MEA/NEA), herein called the “BSSPA,” this Agreement is negotiated pursuant to the Michigan Public Employment Relations Act, as amended, to establish the wages, hours, terms and conditions of employment for employees in the bargaining unit represented by the BSSPA.

The term “employee” when used in this Agreement refers to all employees represented by the BSSPA as defined in the recognition clause, unless otherwise expressly stated.

PURPOSE

The undertakings in this Agreement are mutual. Any previously established practices, rule, or regulation which conflicts with this Agreement shall be superseded this Agreement.

ARTICLE 1 - RECOGNITION

1.1 The District recognizes the BSSPA as the exclusive representative for all full-time and part-time employees in the following classifications: classroom paraprofessionals and secretaries. Unless otherwise indicated, the term “bargaining unit employee” when used hereafter in the Agreement refers to all members of the above defined classifications as well as the following:

1.1.1 Full-time: A bargaining unit employee who is employed at least thirty (30) hours per week.

1.1.2 Part-time: A bargaining unit employee who is employed less than thirty (30) hours per week.

1.1.3 School year: A bargaining unit employee whose employment generally follows the school calendar and is less than twelve (12) months per year.

1.1.4 Full-year: A bargaining unit employee who is employed on a twelve (12) month basis.

1.2 During the term of this Agreement, the BSSPA will not attempt to accrete to the bargaining unit positions which are excluded from the bargaining unit including accounts payable clerk, bookkeeper, payroll clerk, secretary to the superintendent, governmental clerk, transportation supervisor, transportation unit employees, grounds employees, alternative education paraprofessionals employed after ratification of the 2014-2016 agreement, food service unit employees, food service supervisor, buildings and grounds director, and:

1.2.1 Seasonal Employees: Those employees used to perform seasonal work during times of the year when school is not in session.

1.2.2 Temporary Employees: Employees who work less than twenty (20) hours per week and are not normally regularly scheduled. Those employees are hired during emergency situations and/or to perform work as normally performed by BSSPA employees. Temporary employees shall not be used to replace regularly scheduled hours or overtime normally assigned to regular employees, unless that work is refused by BSSPA employees.

1.2.3 Co-op Students: Student learners who are placed in District positions for related on-the-job training and receive compensation but are not covered by this Agreement.

1.2.4 High School Students: Students may perform related work as to classifications recognized in the BSSPA Agreement for compensation/credit/volunteer experiences but are not covered by this Agreement.

1.2.5 Short-term Substitutes: Individuals who perform services recognized in the Agreement on an infrequent or as-needed basis are not covered by this Agreement.
1.2.6 Long-term Substitutes: Individuals employed to fill a full-time or part-time position, for a period of sixty (60) days or more, while the regular BSSPA employee is absent or on approved leave.

1.2.7 Probationary Employees: Employees on the sixty (60) day probationary period are excluded as a BSSPA employee. Once the probationary period is completed, bargaining unit status is acknowledged.

1.2.8 Day Care Aides: All aides employed in the Day Care Program.

1.2.9 The Employer may contract with a third party to perform work that does not result in the reduction of an employee’s regularly scheduled work hours.

1.2.10 The Agreement does not limit the District’s participation in a cooperative educational program or a cooperative operational program with another entity. The BSSPA waives impact bargaining for these programs.

ARTICLE 2 — DISTRICT RIGHTS

2.1 Except as specifically limited by this Agreement, or by law, all rights to manage District operations and to direct and supervise employees represented by the BSSPA, are solely and exclusively vested in the Board. This Agreement shall not limit the Board’s rights about matters which are statutory rights of the District or are prohibited bargaining subjects under the Public Employment Relations Act.

2.1.1 The Board shall manage and control the District’s business equipment and operations and will direct its work forces.

2.1.2 The Board has the right of assignment and direction of employee work, as well as to determine shifts, hours, and scheduling of employees, except as specifically provided in this Agreement.

2.1.3 The Board shall have the right to direct the working forces, including the right to hire, promote, and determine the size of the work force.

2.1.4 The Board shall determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work, including related automation or changes and to implement the instruction of new and/or improved methods of changes.

2.1.5 Employees are required to conform with reasonable rules, regulations, and directives adopted by the Board or its representatives not in conflict with this Agreement, provided that employees may reasonably refuse to carry out a directive which poses an immediate threat to the employee's health and safety. Rules and regulations affecting an employee will be issued in writing.

2.1.6 The Board shall determine the qualifications stated within job descriptions, as well as for applicants for those positions and the employees.

2.1.7 The Board shall determine the location of its facilities, including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.

2.1.8 The Board shall determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

2.1.9 The Board shall determine the financial policies and accounting procedures used in the District.

2.1.10 The Board shall determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not violate any rights specifically provided by this Agreement.
2.1.11 The Board shall determine the policy affecting the selection, testing, or training of employees, as provided by this Agreement.

**ARTICLE 3 - BSSPA RIGHTS**

3.1 Pursuant to Michigan law, the parties agree that bargaining unit employees have the right to freely organize, join, and support the BSSPA for the purpose of engaging in collective bargaining or to decline such rights. The parties will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Michigan law, including PERA, as well as federal laws and the Constitutions of the State of Michigan and the United States.

3.2 Non-discrimination: The parties will not discriminate based on union status against any employee as to hours, wages, or any term or condition of employment by reason of membership or non-membership in the BSSPA.

3.3 The Board and the Association will obey all laws and honor all rights accorded to District employees. Further, notwithstanding any provision of this Agreement, the employer has the authority to take necessary action to comply with any legal standards that conflict with this Agreement. Except, however, before taking action to comply with the requirements of state or federal law, when an employee must be involuntarily transferred and more than one employee can be transferred to satisfy the accommodation, then the least senior employee shall be transferred. An involuntarily transferred employee has the rights afforded in Article 6. If an involuntary transfer must occur to comply with the requirements, compliance will constitute just cause. Any layoff implement for compliance with the law shall be in accordance with this Agreement and consistent with state and federal law.

3.4 The BSSPA and its members may use District facilities at reasonable times and hours for meetings about BSSPA matters as long as that use does not interfere with job responsibilities and operations and when the building is available. The request for room use must be made following the policy established for building or facility use. The BSSPA has the right to use the Inter-school mail system to send union-related notices and other union-related information to its members.

3.4.1 The BSSPA, as the legal representative of bargaining unit employees has the right to use District equipment, such as audio visual equipment at reasonable times when such equipment is not otherwise in use. The BSSPA shall pay for the reasonable cost of all materials and supplies incidental to that use. There is no expectation of privacy in the use of District equipment.

3.5 The BSSPA has the right to post notices of activities and matters of BSSPA concern on designated existing bulletin boards, at least one of which will be provided in each building or facility to which unit employees may be assigned.

3.6 The Board will make available to the BSSPA, in response to reasonable requests, public information about its financial resources and expenditures, including, but not limited to annual financial report and audits; names, addresses, seniority, and experience credit of all bargaining unit employees for up to three (3) years; compensation paid and educational background up to three (3) years; all public budgetary information and allocations; agendas, minutes, and reports of or to all public Board meetings; census and membership data; and other public information, and that information as allowed by PERA as will assist the BSSPA in developing intelligent, accurate, informed, and constructive programs or proposals on behalf of unit employees, together with information which the BSSPA may require to process any grievance or complaint.

3.7 The rights granted by this Agreement to the BSSPA shall not be granted or extended to any competing labor organization.

3.8 Within thirty (30) days of BSSPA officer elections, the Association will provide the names of elected officers to the Superintendent or designee.
3.9 The BSSPA shall receive a total of ten (10) paid leave days, per school year, for the use of its representatives to conduct BSSPA business or participate in MEA/NEA or local BSSPA activities. BSSPA business days shall not accumulate from year to year. The BSSPA president shall notify the Superintendent and arrange for the mutually agreed leave dates. This notice shall be made at least forty-eight (48) hours before the desired leave date, except in an emergency. The Superintendent shall notify the employee's supervisor about the leave day(s). The BSSPA shall reimburse the District for any substitute costs associated with the leave day(s). The Association will reimburse the Board on a current basis for any substitute costs relating to Association days and ORS required reimbursement for retirement.

3.10 The BSSPA representatives may investigate complaints and handle grievances or negotiations during the workday (lunch/break time) if this activity does not interfere with their regularly scheduled work. A waiver of this stipulation may be obtained from the Superintendent or designee.

3.11 The Superintendent or designee shall notify the Association President, on a monthly basis, of each new hire, classification change, change in job status, or termination.

ARTICLE 4 - WORKING CONDITIONS

4.1 Employees are not required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Board shall provide access to adequate rest areas, lounges, and restrooms for employee use.

4.2 The Board shall reasonably support and assist employees as to the maintenance of control and discipline of students in the employee's assigned work area.

4.3 As appropriate under all the circumstances, an employee may use reasonable physical force, upon a student for the limited purposes identified in Revised School Code Section 1312 a for self-defense or the defense of others or to protect District property.

4.4 Employees shall dispense and administer medications per Board Policy and District Guidelines. The District shall provide appropriate in-service training to assist employees in performing this duty and appropriate in-service will be made available by the District in the administration of emergency first aid. First aid training may take place during an employee's regular work hour; however, if the training is outside regular work hours, employees will be paid for their training time.

4.5 Employees are responsible to their immediate supervisor and the building administrator. If the building administrator or immediate supervisor is unavailable, an employee is then responsible to the individual designated by the building administrator and the prevailing order of the "chain of command." In the absence of a building supervisor or designee, the employee is not held responsible for the administration or supervision of the building.

4.6 No employee shall be a working supervisor.

4.6.1 Classroom paraprofessionals typically may not be used as substitutes for absent teachers. A teacher may be temporarily (a maximum of 15 minutes) away from the room and the paraprofessional may be in the classroom alone as a paraprofessional with students. Classroom professionals who wish to substitute, and are qualified, can be used as substitute teachers and will be paid their regular pay rate with an additional $5 per hour for the time they substitute in a classroom.

4.6.2 Secretaries shall not be left in charge of a building in the absence of the building principal.

4.7 The Board shall provide, without cost to the employee, the following:

4.7.1 Approved first aid kits and materials in all work areas.
4.7.2 Access or availability to adequate and approved safety equipment including, but not limited to: safety glasses, goggles, and shields, as appropriate for assigned personnel.

4.7.3 Notary public fees for one secretary for each building if a notary public is required by the Board to serve in the building for District business only.

4.7.4 Notary bonds for one secretary per building will be in the amount of $10,000.

4.8 Employees shall be reimbursed, per Board Policy, at the current IRS rate for mileage while conducting work-related business in their own vehicle.

4.9 On prior approval from the superintendent, an employee may take a course or in-service training for the purpose of upgrading work skills. If the training is outside the scope of the regular workday, the employee will be paid for training time.

4.10 Testing of employees may be required by the Board concluding any training received by the BSSPA employee. If the training does not meet the Board's standards, additional training may be required of the employee.

4.11 The Board may require testing of entry-level skills.

ARTICLE 5 - EMPLOYEE RIGHTS & PROTECTION

5.1 The employee may be entitled to full rights of citizenship and no employee's religious or political activities, or lack thereof may be grounds for unlawful discrimination for that employee. The private and personal life of any employee is generally not within the appropriate concern of the Board, so long as the employee does not endanger or directly affect other employees or students or the employee's job performance.

5.2 No employee shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warning, reprimand, suspension with or without pay, reduction in rank, compensation, or occupational advantage, or discharge. Any discipline is subject to the grievance procedure. After completion of the underlying investigation, the specific grounds for disciplinary action shall be presented in writing to the employee and the BSSPA in a timely manner.

5.3 An employee is entitled to have a BSSPA representative present during any meeting which will or may lead to disciplinary action. When a request for representation is made, the meeting may be delayed until a representative is available for up to 24 hours. If disciplinary action is likely to occur at a meeting, the employee shall be advised immediately of that possibility and the right to representation under this Agreement.

5.4 An employee has the right to review the contents of their personnel record under the Bullard-Plawecki Act originating after initial employment and to have a representative present in that review unless the public records were privileged.

5.5 No materials, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. No complaint or disciplinary document will be placed into an employee's personnel file without notice. The BSSPA employee may attach a written notation or reply about any documentation the employee's personnel file limited to five (5) pages of 8½ x 11 inch paper. When a document is to be placed in an employee's file, the affected employee shall review and sign the document. The employee's signature is understood to indicate awareness of the document but not interpreted to mean agreement with the document's content.

5.6 If an employee is terminated, the District shall advise, in writing, the employee of the specific reason(s). Notice to the BSSPA about this termination shall be provided.
ARTICLE 6 - VACANCIES

6.1 A vacancy is defined as a newly-created position or a vacant position which has been authorized by the Board to be filled.

6.2 All vacancies shall be posted online. The posting shall contain the following information:

   6.2.1 Type of work
   6.2.2 Start date
   6.2.3 Hours to be worked
   6.2.4 Minimum qualifications
   6.2.5 Pay Rate
   6.2.6 Classification

6.3 The Board shall make known its decision as to which applicant, if any, has been selected to fill a posted position. Each applicant shall be notified in writing.

6.4 Employee reassignment may be postponed, at the District’s option, until the end of a school year. In such instances, substitutes shall be used to temporarily fill the position.

6.5 Involuntary transfer of employees will be based on qualifications or disciplinary or business reasons.

6.6 Any employee who temporarily (less than a full-day and not on a regularly scheduled basis) assumes the duties of another employee, shall be paid at the current rate. Any employee who works beyond the temporary limits shall be paid the base rate for that classification of duties, if that rate is greater than the employee’s own rate. An employee’s pay shall not be reduced as the result of any temporary change in duties.

6.7 Employees shall not be placed on a lower step wage due to an involuntary transfer for the first six (6) months of the placement. After six (6) months, salary adjustments appropriate to the classification shall be made as to rate and experience.

6.8 Voluntary transfers shall be treated as placement in the classification as to experience and the corresponding monetary rate.

6.9 Library Media Aide supervision cannot be counted as instructional time unless allowed by state law as interpreted by the Michigan Department of Education.

ARTICLE 7 - SENIORITY

7.1 Seniority is defined as the length of continuous service to the District within the respective classifications from the employee’s last hire date. Seniority shall accrue and shall be applied for the following classifications:

   7.1.1 Secretarial
   7.1.2 Classroom paraprofessional

7.2 If more than one employee has the same start date, position on the seniority list shall be determined by drawing lots.

7.3 Seniority shall not be lost while on layoff, unpaid personal illness leave, or unpaid personal leave.
7.4 For the purpose of reduction in personnel, layoff, and recall, an employee who accepts a position in another classification will not lose seniority accrued in the employee's previous classification.

7.5 Part-time employees accrue seniority on a pro-rated basis.

7.6 Probationary employees are not entitled to insurance benefits, leave days, or holidays.

7.7 Each newly hired employee shall serve a sixty (60) work day probationary. There shall be no seniority granted to probationary employees. If a probationary employee is absent, the probationary period is extended equal to the time of the employee's absence. Absences for the following reasons, not to exceed five (5) days, do not extend the time required to move to Step 1 of the Salary Schedule: worker's compensation, participation in mandated Uniformed Services duties, funeral or bereavement, jury duty, and days off due to inclement weather.

7.8 Seniority shall be lost by an employee upon termination, resignation, or retirement. Transfer to a non-union position within the District freezes seniority. Time worked outside of the bargaining unit shall not be considered in any way for seniority purposes if the employee returns to a bargaining unit position.

7.9 The Board shall prepare, maintain, and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the BSSPA, within thirty (30) days of ratification of this Agreement and posted no later than October 1 of each year. The BSSPA, within 15 days of the list's posting, will submit any questions or objections to the Board. Once the BSSPA and the Board have agreed on seniority date questions or objections, the list shall be final.

7.10 Any employee unable to perform assigned duties due to disability may be reassigned to a position for which the employee is qualified and can perform without limitation.

ARTICLE 8 - LAYOFF, RECALL, AND REDUCTION IN HOURS

8.1 Layoff is defined as a necessary reduction in force beyond normal attrition due to a lack of funds sufficient to avoid the reduction or other factors such as elimination or cancellation of programs or closing of buildings or offices. Ten (10) calendar days before notifying individuals of layoff, the Association President shall be notified. "Notified" means an email, personal service, or mailing notice by first class mail with postage prepaid to the last known address of the President or via school mail if the President is working and not on a recognized leave of absence.

8.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee has received notice of the layoff at least forty-five (45) calendar days before the effective layoff date, except in an emergency as determined by the Board.

8.3 If a layoff is pursuant to a necessary reduction in work force, the Board shall first lay off "ineffective" or "minimally effective" rated employees, then the least senior employees in the affected classification. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position, provided the laid-off employee's most recent performance evaluation rating was "effective" or higher.

8.4 Laid off employees may continue their health, dental, and life insurance benefits (as per COBRA) by paying the regular monthly premium per subscriber group rate for the benefits. Time spent on layoff does not count for determining vacation time, advancement on the wage scale, longevity, or accrual of other benefits. At the employee's option, the employee may extend the effective layoff date by using accrued vacation or compensatory time.

8.5 A laid off employee who is qualified and certified, shall be recalled in order of "effectiveness" as reflected in their most recent performance evaluation. If there is a tie, the most senior employee will be recalled first to any position in the classification for which they are qualified and certified and have seniority.
8.6 Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer’s records. The recall notice shall state the time and date on which the laid off employee is to report back to work. The laid off employee has the responsibility to keep the employer notified as to current mailing address.

8.7 A recalled employee shall receive five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, provided the recalled employee reports within the five (5) day period.

8.8 Employees recalled to full-time work or to a position equivalent to the number of hours previously worked, for which they are certified and qualified, are obligated to take that work. An employee who declines recall to full-time work or a position with equivalent number of hours to the previous position for which he/she is certified and qualified, shall forfeit seniority rights.

8.9 “Qualified” means as described in the job description and the job posting.

8.10 “Certified” means compliance with any federal or state licensing requirement for the position.

8.11 Employees on layoff retain their recall rights for one (1) year. Any employee on layoff for more than one (1) year loses seniority and all other rights under this Agreement. The laid-off employee is responsible to contact the Central Office, in writing, by June 30 of each year and provide notice of current address and statement of availability. Failure to timely submit this notice results in loss of any further rights under this Agreement.

**ARTICLE 9 – JOB DESCRIPTION AND CLASSIFICATION**

9.1 The Board may develop any new employee classifications or job descriptions for this bargaining unit. The wages, hours, and working conditions for those new classifications or job descriptions are subject to negotiation with the Association. These new job descriptions are not a segment of this Agreement.

9.2 The job description shall include, at a minimum:

9.2.1 Job title and description

9.2.2 Minimum requirements

9.2.3 Specific listing of essential job functions

**ARTICLE 10 – OVERTIME**

10.1 Time and one-half shall be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one (1) week and all hours worked on Saturdays. Paid holidays, vacation days, and other paid leave do not count as hours worked.

10.2 Time and one-half shall be paid for all hours worked on Saturday, Sunday, and holidays. An employee who works a holiday will also receive holiday pay if the employee is contractually entitled to holiday pay for that day.

10.3 Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and employee. Compensatory time shall be at time and one-half and limited to the equivalent of five (5) full days per school year, excluding compensatory time earned during act of God days for which the District is closed that are instruction days forgiven by the State of Michigan.
ARTICLE 11 - PAID LEAVE DAYS

11.1 Each employee, except those on unpaid leave of absence or layoff, shall be granted ten (10) sick leave days at the beginning of each school year for ten (10) month employees; and twelve (12) days for twelve (12) month employees. The days may be used for all reasons identified in the Michigan Paid Medical Leave Act (PMLA). Unused days may accumulate to a maximum of ninety (90) days.

11.2 Accumulated sick leave days may be used for the following purposes:

11.2.1 Illness of the employee

11.2.2 Illness of children and spouse

11.2.3 Personal leave restricted to conducting activities which cannot be scheduled outside of working hours. Personal leave days shall not be used, by way of illustration, for recreational pursuits or seeking other employment. Personal leave is limited to three (3) days per year unless the employee’s supervisor and the superintendent approve additional days.

11.3 Any employee with three (3) consecutive sick leave days must submit a doctor’s note before returning to work.

11.4 Any employee whose personal illness extends beyond the time compensated under 11.1 shall be placed on an unpaid leave for a period not to exceed one (1) year. At the end of one (1) year, the employee shall submit a doctor’s statement about the employee’s ability to return to work and perform the job’s essential duties. If the employee isn’t able to work, the employer shall post the position.

11.5 If an employee is absent due to injury or illness incurred in the course of employment with the District, the employee may not use accumulated sick leave if receiving paid leave benefits under the Michigan Worker’s Compensation Act results in net take-home pay greater than their regular take-home pay amount.

11.6 Any employee who is a member of a branch of the uniformed services shall be allowed to participate in required activities. The activities must be documented with official notice from the respective service branch, consistent with Federal Law. The employee shall accrue seniority while on leave and shall be paid the difference between the employee’s regular pay and any pay received from the uniformed service up to a maximum of ten (10) days pay per school year.

11.7 Up to three (3) days per occurrence may be authorized for funeral and bereavement in the immediate family, defined as spouse, child, parent, grandchild, grandparent, grandparent-in-law, sibling, sibling-in-law, parent-in-law, daughter-in-law, son-in-law, including “step” members of the immediate family. This time may be extended with the Superintendent’s approval.

11.8 Employees required to report for jury duty during working hours shall be released with pay provided they submit to the District letter of attendance received for that duty.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 An employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided advanced written permission is obtained from the District. Advanced application shall be made by the employee thirty (30) days before the desired leave date.

12.2 Leaves of absence shall not be granted for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting its purpose, shall be discharged.
12.3 An employee returning from a leave of six (6) months or less shall be reinstated in the same or similar position held when the leave began. An employee returning from a longer leave of absence (over six (6) months) shall be placed in the first vacancy for which the employee is qualified, as determined by the employer. Written notice of intent to return to work must be received thirty (30) days before the anticipated return date.

12.4 No salary increment credit shall be earned during an unpaid leave and no fringe benefits shall be paid by the District. During an unpaid leave of absence, the employee shall, subject to the terms of the insurance carrier, be permitted to pay his/her own fringe benefits through the Central Office.

12.5 Maternity/Paternity: The Board shall grant to any employee, on request, a leave of absence for the purpose of childbirth. The request must be in writing thirty (30) days before the desired leave date. The following also apply to maternity/paternity leave:

12.5.1 Salary shall not be paid during the leave periods.

12.5.2 Fringe benefits shall cease unless the employee elects to continue the insurance coverage at their own expense.

12.5.3 The employee shall be allowed sick leave pay to the limit of days accumulated on the beginning of the leave and continuing either until the amount accumulated is exhausted or the employee, in the opinion of their physician, is able to resume their employment duties.

12.5.4 Failure to return from maternity/paternity leave on the date specified in said leave without prior notice shall be considered a resignation unless an extension is granted by the Board of Education.

12.6 Adoption/Foster Care Leave: A leave of absence without pay or benefits for up to one (1) year, on application, shall be granted to any employee for the purpose of child care related to adoption or foster care of a dependent child. Leave requests shall include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable and as to the stipulations of Article 12.1. The actual day when the leave begins may vary from the original date requested depending on the day the employee officially becomes a parent or foster parent or receives notice from the adoption agency to take custody of the child or from the birth of the child. Any variation in the stated leave date notice shall require immediate notice by the employee to the Assistant Superintendent/Superintendent.

12.7 Pursuant to the Family and Medical Leave Act of 1993 (FMLA), as amended, the employer and employees shall comply with the Act leave for the birth, adoption, or foster care placement or an employee’s child; serious health condition of an employee’s spouse, child or parent; or the employee’s own serious health condition.

12.7.1 All leave shall be granted to eligible employees in accordance with federal law. The leave year shall be calculated on a rolling backward basis unless otherwise required by law. An employee’s leave request must comply with the Act.

To be eligible for up to twelve (12) weeks of FMLA leave, the employee must have worked at least 1250 hours in the previous twelve (12) months. The employee may use their earned paid leave time, under the conditions outlined in this Agreement, as part of FMLA leave. If the employee does not return to work, the employee shall, within thirty (30) days, reimburse the employer the cost of health insurance premiums paid by the employer. The beginning date of FMLA Leave shall be the first day of the employee absence which resulted in continuous absences thereafter.

This FMLA section is concurrent leave, and is not intended to interfere with the use of any other leave provision within this article. Any employee who requests a FMLA leave will be granted that leave of absence in accordance with federal requirements.

12.8 If an employee becomes temporarily disabled, including a disability under the Michigan Worker’s Compensation Act, the employee may use accumulated sick leave days not to exceed his/her regular pay.
the expiration of the sick leave days for worker's compensation disability or at any time during other disabilities, the employee may be granted a disability leave of absence without pay or benefits for a period not to exceed one (1) calendar year provided that certification from a medical doctor supports the necessity for such leave. A second opinion may be requested and received from a doctor selected by the Board. The employee will make himself/herself available for the examination, which will be paid by the Board.

**ARTICLE 13 - PAID HOLIDAYS**

13.1 For the purpose of this Article, the term “day” is defined as the number of hours the employee is regularly scheduled to work per day. If the holiday falls on a Saturday, Friday will be off with pay except when school is in session on Friday the employee shall receive holiday pay for Saturday but shall not have time off. When a holiday falls on Sunday, Monday will be off with pay except when school is in session on Monday the employee shall receive holiday pay for Sunday but shall not have time off. All of the above are eligible days as stated in Schedule A.

13.2 An employee must work the entire last regularly scheduled work day before and after the holiday to receive holiday pay, except the above requirement will be waived if the employee is on an approved leave with pay on the work day before and after the holiday.

13.3 School year and fifty-two (52) week employees shall receive paid holidays per Schedule A.

13.4 If a holiday falls during an approved vacation, the employee shall receive holiday pay.

**ARTICLE 14 - VACATIONS**

14.1 Vacation time may be used at times to the employee's choosing, subject to the following conditions.

14.1.1 When more than one (1) employee requests the same vacation date(s) and work schedule demands prohibit all requesting employees from being absent, the employee with greatest seniority shall be granted the request.

14.1.2 Employee requests for vacation time two (2) weeks before the start of school in the fall shall be at the discretion of the administration.

14.1.3 Vacation requests shall be submitted to the supervisor thirty (30) days before the vacation date requested, except in an emergency.

14.2 An employee starting work during the school year shall have their vacation days pro-rated for the time accumulated throughout the remaining year. The vacation days accumulated shall not exceed five (5) days.

14.3 Fifty-two (52) week employees service years and vacations shall be as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1 - 4</td>
</tr>
<tr>
<td>12</td>
<td>5 - 7</td>
</tr>
<tr>
<td>15</td>
<td>8 +</td>
</tr>
</tbody>
</table>

If an employee is hired after the start of the school year, they will have their vacation time prorated.

14.4 Supervisor approval must be obtained for more than one (1) weeks' vacation at a time during the school year.

14.5 Unused vacation days shall not be paid upon the employee's separation from the District.

14.6 Each employee eligible and when using vacation days shall be paid at their normal rate of pay for their normal hours of employment.
14.7 The supervisor shall approve vacation days requested so that no unused vacation days exist at the end of the school year. No advanced vacation days shall be given.

ARTICLE 15 - EMPLOYEE EVALUATION

15.1 All monitoring or observation of the work of each employee shall be conducted in person, over a period of time and with the full knowledge of the employee. The employee cannot refuse to be observed or evaluated. Any unsatisfactory observation shall be made known to the employee, in writing, within five (5) days.

15.2 The employee shall be apprised of the specific criteria, in writing, upon which the employee will be evaluated by the beginning of the school year or at the hire date. At this time, the supervisor shall review the evaluation instrument with the employee.

15.3 All evaluations shall be in writing and reviewed by the employee and supervisor before May 1 for school-year employees and June 1 for full-year employees.

15.4 If an employee feels the evaluation is incomplete or unjust, the employee may state objections, in writing, and attach the objections to the evaluation. The employee's signature on the evaluation denotes the fact that a review of the evaluation was conducted. The employee is shall sign the evaluation after the review.

15.5 Evaluations shall be based on the sum total of the supervisor's observations and will include areas of strength and weakness; provide suggestions for improvement. If a supervisor believes an employee is doing unacceptable work, the reasons shall be specifically identified, along with specific ways in which the employee is to improve, and the assistance to be given by the District towards that improvement.

15.6 All written evaluations shall be placed in the employee's personnel file.

15.7 Each employee's evaluation shall include at the conclusion of the report the statement: "considering all factors, the work performance of the employee is "ineffective," "minimally effective," "effective," or "highly effective."

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Any employee, group of employees, or the BSSPA, believing that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement, may file a grievance with the Board through its representative. The Board, designates as its representative for such purposes the employee's immediate supervisor and the Superintendent or designee, when the grievance arises in more than one building or work site. Grievances shall not include matters related to prohibited bargaining subjects.

16.2 The BSSPA may designate one or a group of representatives to handle grievances.

16.3 The term "days" means working days at all levels.

16.4 All grievance shall be reduced to writing, except at the informal level. The written grievance shall briefly describe of the action or practice that violates of the Agreement and the date of the alleged violation. The appropriate Articles or Sections of the Agreement shall be cited and a statement of the relief requested shall be attached. The written grievance shall contain the name of the employee or employees involved and shall be signed by the employee(s). A grievance by the BSSPA shall be signed by the designated BSSPA representative. Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations in the grievance procedure.

16.5 Hearing Levels:

16.5.1 Informal Level: if a unit member or the Association believes a grievance incident has occurred, the unit member shall request a meeting with the supervisor involved within ten (10) days of the occurrence of the grievance incident or the grievant's knowledge of the occurrence. If the grievant is
unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such a meeting within five (5) days of the request, the claim or claimant may be formalized in writing.

16.5.2 **Formal Level 1:** If the complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected unit member(s). A copy of the grievance shall be sent to the BSSPA and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the BSSPA.

16.5.3 **Formal Level 2:** If the BSSPA is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designate. Within five (5) days after the grievance has been so submitted, the Superintendent shall meet with the BSSPA on the grievance. Within ten (10) days after this meeting, the Superintendent shall render a written decision thereon with copies to the BSSPA and the grievant(s).

16.5.4 Before Formal Level 3, ten parties shall submit to non-binding mediation through MERC, and the mediator must be agreed on by both parties.

16.5.5 **Formal Level 3:**

16.5.5.1 If the BSSPA is not satisfied with the disposition of the grievance at mediation, it may, within twenty (20) days after mediation refer the matter for arbitration to the American Arbitration Association (AAA) in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, the arbitrator shall be selected by the AAA in accordance with its rules, except each party has the right to peremptorily strike not more than three (3) from the list of arbitrators.

16.5.5.2 Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days before the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

16.5.5.3 The arbitrator’s decision shall be final and conclusive and binding on the employees, the Board, and the BSSPA; subject to the right of the Board or the BSSPA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

16.5.5.4 The arbitrator has no authority to:

a) add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

b) to establish salary scales.

c) to change any practice, policy or rule of the Board.

d) to interpret state or federal law but must apply the law as it is written or interpreted by the courts.

e) to hear any grievance previously barred from the scope of the grievance procedure or discharge of probationary employees.

f) issue a decision on the merits of a prohibited or illegal bargaining subject.
g) consider any claim for which there is another remedial procedure of forum established by law or regulation.

h) order retroactive back-pay beyond ten (10) days before the grievance filing date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.

16.5.5.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

16.5.5.6 More than one (1) grievance may not be considered by the arbitrator at the same time except on mutual express written consent.

16.5.5.7 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.

16.5.5.8 Should the BSSPA fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the BSSPA fail to appeal a decision within the limits specified, the grievance shall not be processed.

16.5.5.9 All preparation, filing, presentation, or consideration of grievances shall be held at the times other than when an employee or a participating BSSPA representative is to be at his/her assigned duty station.

16.5.5.10 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

16.5.5.11 If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

16.5.5.12 Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the terms of this Agreement for which a timely grievance was filed before the Agreement’s expiration.

16.6 The specific time limits provided herein shall be strictly followed to and enforced. Failure to abide by a time limit at any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

16.7 Grievance filed as Association grievance may, at the option of the Association, be initiated at Formal Level II of the grievance procedure.

16.8 Any employee who is a grievant, or representative (limit of three (3) employees) and involved in the grievance procedure in a joint meeting between the Board and BSSPA representatives during the work day shall be excused with pay for that purpose except arbitration hearing shall be without pay. Any other employee who is requested to be present by the BSSPA may use compensatory time, emergency leave (11.2.4) or make up the time missed from work. Time made up shall be arranged with the supervisor before attending the above stated meeting.
16.9 At levels informal, one and two, management and the BSSPA shall be limited to three (3) individuals each for representation at the stated levels. Witnesses may attend at the request of either party to give testimony to the specific grieved item(s).

**ARTICLE 17 - GENERAL PROVISIONS**

17.1 Employees (who work more than five (5) hours per day) shall receive a duty-free unpaid lunch. Those employees requested to work during their lunch period shall be paid and have this time included in the day's total regular hours.

17.2 Paid and unpaid lunch periods are thirty (30) minutes in length.

17.3 The District will make every reasonable effort to accommodate a 15-minute break for employees scheduled to work over four (4) hours whenever the break does not impact student supervision/direct instruction. Breaks may not be used to extend a lunch period or reduce work time at the beginning or end of the work day.

17.4 School Cancellation:

17.4.1 The parties agree that the District shall comply with the Revised School Code and State School Aid Act established for the implementation of that section.

17.4.2 If school is canceled before the start of an employee's work day due to inclement weather or other conditions not within the District's control, the following shall apply:

17.4.2.1 Clerical Aides, Classroom Paraprofessionals, Hearing impaired Classroom Paraprofessionals, Playground/Cafeteria Aides are not be required to report to work but shall be paid for the day if it is counted as a student instructional day up to a maximum of days allowed by the State.

17.4.3 If school is canceled after the start of an employee's work day due to inclement weather or other conditions not within the District's control, the following shall apply:

17.4.3.1 Secretaries shall be paid their regular rate for the day until school is canceled. For the balance of the day employees shall be paid their regular rate plus compensatory time of one (1) hour for every hour worked. Those employees that choose to leave at the close of school shall be paid at their regular rate if the day is counted as a student instructional day up to a maximum of two (2) days. If the day isn't counted as a student instructional day or student instruction days in excess of two (2) days, the employee may use compensatory time or personal leave shall not be paid but may be compensated with compensatory or personal time.

17.4.3.2 Clerical Paraprofessionals, Classroom Paraprofessional, Hearing Impaired Classroom Paraprofessional, Cafeteria/Playground Aides shall be dismissed with pay for the time actually worked at their regular rate pay rate. The balance of the day's hours shall be paid if the day is counted as a student instructional day up to a maximum of two (2) days. If the balance of the day isn't counted as a student Instructional day or student instruction days in excess of two (2) days, an employee shall not be paid but may be compensated with personal time.

17.4.4 If school is delayed before the start of an employee's work day due to conditions not within the District's control, the following shall apply:

Secretaries shall report to work and shall be paid at their regular rate for the day. Compensatory time shall be granted one (1) hour for every one (1) hour worked.

15
If the immediate supervisor or Superintendent informs the above employee(s) not to report to work, said employees shall be paid the regular rate of pay.

All other employees shall not be required to report to work at the regular time. They shall report to work at the conclusion of the delay. They shall be paid the hours effected by the delay if counted as student instruction time.

17.5 The contract year is July 1 to June 30. Subject to Article 8, the normal work year for full-time unit employees shall be as follows:

17.5.1 Secretaries – 260 days.

17.5.2 School Year Secretaries - 205 days

17.5.3 Library Aides - 194 days

17.5.4 Classroom Paraprofessionals - 184 days

The listed number of classification days does not limit the District’s right to schedule employees to work additional days for District training, to be paid at the employee’s then-current hourly rate. Unless otherwise agreed by BSSPA, the additional workdays will not be on weekends or holidays, and the District will provide a minimum notice of thirty (30) days.

17.6 Generally, the normal work week for all full-time unit employees is Monday through Friday.

17.7 Generally, the normal work day for full-time unit employees shall be as follows:

17.7.2 Fifty two (52) week Secretaries - 8 hours

17.7.3 School Year Secretaries - 7.0-8.0 hours

17.7.4 Library Aides - 7.0-8.0 hours

17.7.5 Classroom Paraprofessionals & Hearing Impaired Classroom Paraprofessional - 7.0-8.0 hours

17.8 The working hours listed in this Agreement are hours on the job.

17.9 Paraprofessionals assigned to at-risk programs shall only be assigned duties related to the purpose of the at-risk program.

**ARTICLE 18 - ENTIRE AGREEMENT**

18.1 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the Agreement’s terms.

18.2 This Agreement is subject to amendment, alteration or additions, only by subsequent written agreement executed by the District and the BSSPA.

18.3 This Agreement is the result of extensive negotiations in which both parties had the right and opportunity to submit proposals and to negotiate those proposals with the other party. This Agreement sets forth the parties’ full understanding about its contents. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.
ARTICLE 19 - NO STRIKE/NO LOCKOUT

19.1 The BSSPA and its members will not lower their standards and efforts relative to their work nor will they directly or indirectly engage in or assist in any strike, slowdown, or work stoppage.

19.2 The Board will not implement a lockout during the term of this Agreement.

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

ARTICLE 20 - SEPARABILITY

20.1 If any provision of this Agreement or any application of this Agreement to any bargaining unit employee or the BSSPA is held to be contrary to law, then that provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

20.2 Within thirty (30) days of notification of a final and binding determination of such illegality, the Board and BSSPA will begin negotiations to reach a new Agreement about the subject matter of the provision determined to be illegal.

20.3 If parties do not reach and ratify an amendment to the Agreement (per Article 20.2) within sixty (60) days, the matter may be appealed to the Mediation and Fact-Finding procedures established by Michigan Public Employment Relations Act, as amended.

ARTICLE 21 - DURATION

21.1 This Agreement shall be effective as of the date it was ratified by both parties and shall continue in effect until June 30, 2027.

ASSOCIATION MEMBERS OF EMPLOYER
THE NEGOTIATION TEAM

By Virginia Schumm
Virginia Schumm, Co-President

By Paul Toliver
Paul Toliver, Board of Education President

By Sheila Sheline
Sheila Sheline

By Thomas Bruce
Thomas Bruce, Ed.D., Superintendent

At any time within ninety (90) days before the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations for a successor Agreement. Negotiations shall begin after thirty (30) days from receipt of the notice.
PAID HOLIDAYS

Fifty two (52) week employees shall be granted the following paid holidays:

1. Independence Day
2. Friday before Labor Day
3. Labor Day
4. ½ day (Wednesday) before Thanksgiving
5. Thanksgiving & Friday following
6. Christmas Eve Day
7. Christmas Day
8. Day after Christmas
9. New Year’s Eve Day
10. New Year’s Day
11. President’s Day or Martin L. King Day*
12. Good Friday*
13. Memorial Day
14. Juneteenth – for those who work at least forty (40) hours each week in the month of June. Employees who work a flex schedule when school is out for the summer are not eligible for the Juneteenth paid holiday.

School-year employees shall be granted the following paid holidays:

1. Friday before Labor Day
2. Labor Day
3. ½ day before Thanksgiving
4. Thanksgiving Day
5. Friday following Thanksgiving
6. Christmas Eve Day
7. Christmas Day
8. Day after Christmas
9. New Year’s Eve Day
10. New Year’s Day
11. Good Friday*
12. Great Americans Day or Martin L. King Day*
13. Memorial Day

* These days need to be coordinated with the Master Calendar.
SCHEDULE “B”

FRINGE BENEFITS

1. Employees who only work during the school year are eligible to receive single coverage health insurance, along with dental and vision insurance. The employee may receive coverage for eligible family members for dental and vision insurance only.

An employee who opts out of the single coverage health insurance plan is eligible to receive cash in lieu of insurance on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent’s designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. That employee is also eligible to receive dental and vision insurance.

Cash in lieu of insurance is $2,500 annually, to be paid twice per month.

Employees scheduled to work twelve (12) months in a designated classification with thirty-five (35) or more hours per week shall be eligible for the listed benefits

Schedule B

Health plans that are offered to teachers (parties may change product level with mutual consent) include MESSA Essentials, Choices II (2 plans offered) and ABC.

2. The District will contribute to the state statutory hard cap levels.

125 PLAN

Those employees that qualify for benefits shall be compensated with a 125 Plan, the amount as listed in the schedule. Those employees not electing health insurance shall be eligible for vision, dental, LTD, and Life Plan as listed in the schedule. The Employer shall provide a cash option in lieu of health benefits if the employee presents documentation that they otherwise have health insurance that meets the affordability and coverage requirements of the Affordable Care Act. The cash option amount shall be as specified in the plan document.

The amount of the cash payment received may be applied by the bargaining unit employee to a tax deferred annuity. To elect a tax-deferred annuity, the unit employee shall enter into a salary reduction agreement.

Benefits currently provided to unit employees shall continue as currently provided.

All cost relating to the implementation and administration of benefits for unit employees under this program shall be paid by the Employer.

The Employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the unit employee shall enter into a salary reduction agreement.
SCHEDULE "C"

Any new employee shall be placed on new Step 1. Management has the right to determine step placement for new hires based on business necessity. Management’s right to determine new hire step placement shall be based, in part, on past experience (including military service) and training. Each numbered step equals one (1) year.

Hourly Premium pay for the position of Certified Classroom Paraprofessional, Special Education Paraprofessionals, and Library Media Technical Assistant will follow the schedule below. This amount of additional pay will be awarded to the employee only for the actual working placement in the above-stated classifications.

Longevity Pay will be granted to employees based on years of service per the following schedule. The payment of the scheduled amount will be made during the winter break if requested by the employee. If not requested, the payment will be made during the spring break check.

LONGEVITY SCHEDULE

Years of Service (not by step)

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<tbody>
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<td>10 - 15 Years</td>
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<td>16 - 20 Years</td>
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<td>21 Years &amp; Over</td>
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HOURLY PREMIUM PAY

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<tbody>
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<td>Special Education Paraprofessional</td>
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Unit employees move two (2) steps for start of 2024-2025 contract year; thereafter 1 step movement per contract year.

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**Schedule D – Stipends**

Lice check $25 for every four checks or $6.25 for 1 check (15 minutes)