# MASTER AGREEMENT

# BETWEEN

# THE ROCHESTER COMMUNITY SCHOOLS

# BOARD OF EDUCATION

# AND

# THE ROCHESTER PARAEDUCATOR ASSOCIATION

# MEA/NEA

2025-2027

ROCHESTER, MICHIGAN

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## PREAMBLE

This Agreement entered into this 07/01/2025, between the Rochester Board of Education, hereinafter referred to as the "Board" and the Rochester Paraeducator Association, affiliated with the Michigan Education Association, hereinafter known as the “Association.”

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly relations for the mutual interest of the Board, employees, and the Association. The parties recognize that the interest of the community depends upon the Board's and the Association's success in establishing a proper service to the community.

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

## ARTICLE 1 RECOGNITION

A. This recognition constitutes an Agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment.

B. The bargaining unit shall include all permanent, full-time and regular part-time paraeducators employed by Rochester Community Schools, but not limited to, those designated in the Compensation Article, excluding but not limited to: any temporary, and casual employees or substitute employee, all supervisory and/or executive personnel, custodial, grounds, maintenance, transportation employees, teachers, secretaries, food service employees, as well as any other non-certified and certified personnel not herein named.

C. The term "employee" when used herein shall refer to employees included in the Unit for bargaining as set forth in the paragraphs above. The term "Board" when used herein shall refer to the Rochester Board of Education.

D. The term "designee" or "employer" when used herein shall refer to Administration Office administrators, principals, assistant principals, directors, supervisory or any other administrative personnel who may be authorized by the Superintendent or the Rochester Board of Education.

E. If, at any date, a new position is created in the bargaining unit, the Employer will place said position in the proper classification after it has discussed and negotiated the rate of pay for this position with Association representatives.

## ARTICLE 2 REPRESENTATION

A. The Association (Paraeducators) shall be represented by one President and Vice-President and building representatives. All above employees shall be employees with seniority and be active employees in the bargaining unit.

B. The Association will furnish the Employer with the names of its officers and building representatives when elected and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Employer has received written notice from the Association, it shall not be required to deal with such employees purporting to be Association representatives.

C. If the Association President is required to go into another building other than his/her own in the handling of a grievance, the principal/administrator at both buildings (or in buildings involved) must be notified; permission will be

granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibility of the above-mentioned President to report to the building principal/administrator before conferring with any employee. If, in the opinion of the principal/administrator or the immediate supervisor of the Association member, such Association activity is interfering with classroom activity or assigned duties, such Association activities will be postponed.

D. Except as set forth above, no employee shall be granted time off for the purpose of handling Association matters, affairs, or grievances unless specific permission has been granted by the principal/administrator.

E. Neither the Association, nor any of the officers, nor any building representatives, nor any other representatives of employees shall advise or direct employees to disregard the instructions and/or directions of the Employer.

**ARTICLE 3 EMPLOYEES' RIGHTS AND RESPONSIBILITIES**

A. The Board and the Association hereby agree to abide by the Michigan Public Relations Act, other laws of Michigan and the Constitution of Michigan and the United States.

B. The Association and paraeducator employees have the right to use school buildings and facilities for meetings in accordance with school policy.

C. It is the responsibility of the Association and individual employees to honor Board policies and Administrative Regulations not in conflict with the Master Agreement. Neither the Association, its representatives, nor any employee shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.

D. The Association agrees to supply all information which the Board/Employer requests to process any grievance or complaint.

E. The Employer agrees to furnish, when practicable, to the Association in response to reasonable written requests from time to time, public information concerning the financial resources of the District. The Employer further agrees to supply available information, when feasible and when requested, in writing, which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records. However, the Employer reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public. The cost for any requested information will be paid by the Association.

F. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA).

G. Once the District identifies records that are responsive to a FOIA request and that identifies a member, the involved bargaining unit member and the Association Executive Director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.

H. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested, provided schedules permit within FOIA timelines.

I. For records that are responsive to a FOIA request and that identifies multiple members, the district will meet with Association Executive Director and/or President who will serve as the intermediary for the members.

J. The District faithfully commits to comply with all aspects of FOIA law.

K. All employees accept the responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and relationships with their co-workers and with the public. Paraeducators should attend professional development and on-boarding/orientation opportunities that are available.

L. Employees are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the School District. Employees, therefore, are responsible to discharge their work assignments with proficiency and make a conscientious effort to meet all the reasonable demands of the Board of Education and the Employer.

M. Employees are required to display exemplary behavior as an example to students, parents, community, and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.

N. Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt normal school operation, and that said representative(s) have the permission of the building principal/supervisor. Such business will be transacted in private.

O. Time lost by unauthorized absence from duty will result in a proportionate salary reduction and may result in the disciplinary action process of progressive discipline up to and including termination.

P. In the absence of a building supervisor (principal) or designee, bargaining unit members will not be held accountable or made responsible for the administration or supervision of the building.

Q. Employees will not be required to work under unsafe conditions. The district will provide safety equipment and supplies to bargaining unit members needed to safely perform their job duties.

R. The Board will provide a lounge which contains a bulletin board, refrigerator, microwave oven, telephone, and adequate seating and also provide convenient rest room facilities for all members. A secure place for personal belongings will be provided as well as access to a computer and printer to perform job duties.

1. Employees will have the privilege of payroll deductions for the following items:

2. Tax-Sheltered mutual funds (custodial account) and tax-sheltered annuity with companies who have been approved by the district.

3. Other deductions approved by the Board.

4. Section 125, including Flexible Spending and Dependent Care Accounts

5. Optional Life Insurance

6. Direct deposit to any bank/credit Association

7. MPSERS Tax-deferred payments, if offered by MPSERS

8. Association/Union Dues (Beginning in 2026-2027 school year)

    a. Members will utilize the RCS opt in/opt out form.

    b. There will be no opt in/out forms accepted after August 1st of each school year and members may only make this choice once per year.

    c. MEA indemnities the district from the dues deduction process.

S. The building administrator will assume full responsibility for the administration of medication to students the dispensation of medication to students may be given by an adult in the presence of a second adult as provided by Board policy and administrative regulation. Copies of policy and regulation will be provided to all employees electronically at the beginning of each school year. An employee will only dispense medication in a manner covered by Board policy. The employer will indemnify and save harmless from any liability employees properly administrating medication to students.

T. With regard to special education paraeducators:

1. Paraeducators will participate in program team meetings, as necessary.

2. Paraeducators will be provided with materials such as IEP's AAG and provide input in program team meetings, as necessary.

3. Throughout the school year, paraeducators will be encouraged to collaborate with the classroom/caseload teacher.

4. Prior to a student "move-up," a Para Input Form or a para meeting with the teacher will be available so that input can be received from the paraeducator.

5. Paraeducators will be trained in categorical areas to increase knowledge and ability for flexibility in placement.

**ARTICLE 4 BOARD'S RIGHTS**

A. The Association recognizes that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and constitutions of the state of Michigan and of the United States, including but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.

3. To determine the work schedules, the hours of the working days and the duties, responsibilities and assignments of all employees represented by the Association.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement which are in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.

**ARTICLE 5 SENIORTY**

A. New employees hired in a permanent position other than substitutes and temporary help shall be considered as probationary employees for one hundred and forty (140) calendar days in their job assignment. The dates between the last day of school each spring, and the first day of school the following fall, are expressly excluded as counting for credit toward satisfying one hundred and forty (140) calendar days probationary period. Positions that also entail summer work days will be counted toward the probationary period.

A temporary employee is defined as an employee who provides services when help is required and said job assignment or position is not of a permanent nature. A temporary position shall not exceed six (6) months unless extended by mutual agreement by the Employer and the Association President. There shall be no seniority among probationary or temporary employees.

When a permanent employee has successfully completed the probationary period, said employee shall be entered on the seniority list and shall rank for seniority based on his/her hire date as a permanent paraeducator.

The Association President and/or designee(s) will be notified, via a copy of the off-probation Notice of Adjustment, of the date that employees completed their probationary periods.

B. Seniority will be calculated as years of service since employed in a regular Paraeducator position.

C. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge and take disciplinary action involving a probationary employee without a grievance being filed or processed.

D. Probationary employees shall be eligible for fringe benefits (i.e., sick days, vacation pay, approved leave, inclement weather, dental, vision, life) provided for in the Agreement upon successful completion of ninety (90) calendar days. Employees eligible for health care benefits, shall be eligible for benefits in accordance with the Affordable Care Act (ACA), which currently is 90 calendar days after they begin employment. Such time period shall be in accordance with the ACA.

E. When more than one (1) employee is employed on the same day, seniority will be determined by the last four digits of the social security number (0000 is the highest seniority).

F. A seniority employee shall lose seniority and terminate employment with the Board/Employer for the following reasons:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent for three (3) working days without notifying the Employer.
4. The employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein, unless an extension has been granted.
5. The employee overstays by three (3) days a leave granted for any reason, as hereinafter provided, unless an extension has been granted.
6. Involuntary layoff for two (2) years or length of service, whichever is shorter.
7. Retirement at any age.
8. The employee gives a false reason for a leave of absence or engages in other employment during said leave, employee will automatically be terminated unless permission to the contrary is granted.
9. The employee falsified information on the application for employment even if the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority, said employee will automatically be subject to discharge.

G. If an employee takes a position not included in the bargaining unit and is thereafter reassigned to an open position within the bargaining unit, said employee shall have only the seniority accumulated while working in the bargaining unit position.

H. Notwithstanding their position on the seniority list, the Association President, in the event of layoff of any type will continue to work as long as there is a job in their bargaining unit/classification which they are qualified for and can perform and shall be recalled to work in the event of a layoff on the first open job in their classification for which they are qualified and can perform.

I. The district will reimburse new hires (after August 1, 2021) who served as long-term substitutes, the cost of the ETS Parapro Assessment, if hired and successfully complete the probationary period.

J. The district will reimburse new hires (after November 14$^{th}$, 2022) on their first pay cycle for the cost of the required Live Scan Fingerprints. A copy of the original receipt must be presented to the Human Resource Department at the time of hire for payment to be processed. Any employee who terminates or resigns prior to completing their 140-day probation period may be responsible to repay the reimbursed cost.

**ARTICLE 6 VACANCIES, PROMOTIONS AND RESPONSIBILITIES**

A. Permanent vacancies that occur within the bargaining unit will be posted with qualifications for a full three (3) business days. The Association President will have copies of each posted vacancy sent to her/him at her/his e-mail address.

All Bargaining Unit members will apply online through the district's application system for all job positions. All eligible and qualified applicants will be afforded the opportunity to be interviewed before external applicants.

When there is a vacancy within the bargaining unit, the job shall be filled by the procedures outlined below:

1. Displaced Paraeducator into a classification for which they are qualified in seniority order.
2. Transfer to a position within the same classification for which they are qualified.
3. Employees laid off within the job classification or a higher classification shall be recalled to a position for which they are qualified. Employees moved to a lower classification by layoff shall be able to return if they are qualified.
4. Promotion within the bargaining unit.

B. The selection process will aim to identify the best suited candidate. All applicants must meet specified minimum qualifications to be considered. In the event of multiple qualified applicants, preference in selection may be given to candidates whose qualifications not only meet but substantively exceed the minimum requirements, particularly where such enhanced qualifications offer demonstrable added value to the performance of the contractual obligations or team dynamics.

C. As part of their regular meetings, the Contract Maintenance Committee (CMC) may discuss job descriptions. Updated job descriptions will be listed in the online paraeducator resource folder.

D. A transfer is a lateral change within a job classification where there is no addition or increase in compensation. For example, a movement to another building or to another job within the salary classification falls into the definition of a transfer.

E. All promotions and transfers will be made with equal consideration to paraeducator seniority, qualifications, skills, experience, education, training, performance, and attendance.

F. Employees who request and are granted transfers shall remain on the job during that school year before they will become eligible to request another transfer. Exceptions to this rule may be made by the employer after reviewing the request with the Association.

G. A promotion is a movement to a position in the bargaining unit in a higher pay grade than one which the employee is currently employed. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime.

H. Employees placed in a new position, by promotion or transfer, shall be required to satisfactorily complete a forty (40) working day trial period from the date of employment in the new position. The selection for any position rests with the Employer in accordance with this Article. The forty (40) day trial period shall be automatically extended for any absences during that period by the amount of said absence(s).

Paraeducators transferred to a new assignment category will complete required training sessions outside of the contractual workday, if necessary. If training is outside of the contractual work day, said payment will be made at the regular hourly rate.

I. During the forty (40) working day trial period, when the employee has been promoted or transferred, the employee shall have the opportunity to revert back to his/her former position for up to five (5) working days. A letter of explanation shall be submitted to the Employer. If, at any time during the forty (40) working day trial period, the Administrator feels that the initial timeframe of forty (40) working days is not adequate to effectively evaluate the progress or performance of an employee, the trial period may be automatically extended for an additional thirty (30) working days.

If, at any time during the initial trial period or the extended trial period, the Employer believes the employee is not progressing, or it appears that the employee is not able to satisfactorily perform the job, such employee shall be in the order set forth below:

1. Returned to his/her former position, if available, and not held by a member of higher seniority.
2. Placed in an existing vacant position of his/her former classification, for which the employee is qualified.
3. Placed in a position of same or lower classification (may be less hours) which is currently held by the least senior member of the association, thus displacing the lowest seniority member.
4. Placed on voluntary layoff, at the request of the member. By requesting to be placed on voluntary layoff, the member understands the conditions of Hours of Work Article.

Notice of any and all above action(s) shall be submitted to the Association President, in writing, with a copy to the employee. If the position has been eliminated, the employee shall be returned to his/her former classification. The employee returned to his/her former position/classification shall retain salary and seniority previously enjoyed before the promotion.

J. Employees who are promoted during their probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which they had been promoted.

K. Employees temporarily transferred to a lower classification shall be paid at their regular rate. Employees performing work of a higher classification shall be paid at the rate of the higher classification in line with current step level for all hours worked in the higher classification.

L. Job descriptions listing the qualifications and testing requirements, if any, shall be on file in the Department of Human Resources and can be provided upon request.

M. If there is a temporary opening, the Employer shall offer such district-wide who is available for the hours in addition to his/her regular schedule.

N. Employees on layoff who are willing to work will be called first prior to the hiring of substitutes.

O. Temporary hours added to a current employee's assignment will not result in a change in current benefit eligibility status.

P. Temporary vacancies of sixty (60) calendar days or more in Instructional General Education/Instructional Special Education positions will be posted district-wide. The position will be filled according to the provisions of this article. The Employer may fill the resulting opening in accordance with the guidelines specified above for filling temporary vacancies or then use a substitute employee. An employee who fills a temporary vacancy shall be returned to his/her former position, or if it has been eliminated, shall be returned to the former classification at the conclusion of the temporary opening. Temporary vacancies shall not exceed one year.

Q. Members interested in promotions or transfers will comply with any and all of the directions of the notice of vacancy.

R. As stated under the Elementary and Secondary Education Act, it is recognized that properly trained paraeducators can play important roles in student achievement. Therefore, all Paraeducators who hold an assignment classified as instructional, must meet one of the following requirements:

1. Complete two (2) years of study at an institution of higher education.

2. Obtain an associate's (or higher) degree.

3. Meet a rigorous standard of quality and be able to demonstrate through a formal state academic assessment (Currently ETS Para Assessment), knowledge of and the ability to assist in instructing reading, writing, and mathematics; or knowledge of and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

Paraeducators who are placed in an instructional support capacity and funded by Federal grant funds will be expected to demonstrate competency in any unique credential required for paraeducator support as outlined in the grant or job description, above and beyond the above-defined academic credentials outlined above for all instructional paraeducators.

## ARTICLE 7 EMPLOYEE EVALUATION

A. It is understood that the ultimate decision with respect to evaluation is the exclusive prerogative of the Board, except as restricted by this Agreement.

B. The evaluation shall be prepared and signed by the building or program administrator. The administrator may seek input to the evaluation content from staff to whom the employee is assigned.

C. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case will the member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the member's personnel file.

D. All evaluations shall be on the approved form with standards for evaluation enumerated in all areas to be evaluated. An evaluation of needs improvement or unsatisfactory by the immediate supervisor shall require justification and substantiation, together with a performance improvement plan. The performance improvement plan will be developed containing expectations in outcomes, suggested improvement and timelines for follow-up and progress review as well as consequences, if performance does not improve as required by the performance improvement plan. The performance improvement plan will be developed with input from the employee. The Association President will be notified of any paraeducator in this category.

E. Procedure

1. Probationary members shall be formally evaluated at least once during the probationary period. The immediate supervisor shall confer with the member and provide the member with a copy of the evaluation.

2. Seniority employees shall be evaluated formally, at least once every two (2) years.

3. In the absence of a required bi-annual evaluation, the employee will be considered effective.

F. The original copy of the evaluation shall be signed by the member. The employee may disagree with any portion of the evaluation and state, in writing, the reason(s) for the disagreement within ten (10) working days. The written statement of disagreement will be attached to the evaluation.

G. The contents of the evaluation are not subject to the grievance procedure.

H. If either party desires to change the evaluation form, then representatives of the parties will meet to mutually agree on any revisions or changes.

## ARTICLE 8 DISCIPLINE AND DISCHARGE

A. The Employer shall not discipline, suspend, or discharge any employee without just cause. The Employer agrees upon the suspension or discharge of a seniority employee to notify, in writing, the Association President/Representative of the suspension or discharge.

B. The Employer agrees to provide informal discussion to an employee prior to implementing formal discipline. Such discipline shall be corrective and progressive.

C. The suspended or discharged employee will be allowed to discuss his/her discharge with the Association President/Representative and the supervisor. The supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

D. A suspension or discharge may be referred to the grievance procedure commencing at Level Three (3) within five (5) working days of the disciplinary action.

E. All concerns and complaints regarding any suspension or discharge of seniority employees must be processed as identified above; otherwise, the parties will forfeit any further review of their case.

F. Employees shall have the right to Association representation at all levels of the disciplinary process.

1. The normal corrective discipline procedures are progressive in nature and would follow the listing below:
2. Oral reprimand
3. Written reprimand(s)
4. Suspension(s)
5. Termination

A process of progressive discipline will be followed however, the disciplinary action may commence at a higher step, appropriate to the behavior which precipitated said action.

**ARTICLE 9 RESIGNATION**

A. When an employee desires to terminate his/her employment, including retirement, there must be at least ten (10) working days' notice of resignation, in writing, given to the immediate supervisor and the Department of Human Resources. Resignations of shorter notice shall automatically forfeit all Rochester Community Schools benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.). It is understood that the employee must work the entire period of time as designated above with no absences during said period. The exception to this requirement applies when over the summer break, an employee decides to terminate his/her employment, therefore not in a position to provide at least ten (10) working days' notice of resignation. If the employee submits his/her notice of resignation by August 1, then the forfeiture provision shall not apply with respect to benefits.

B. Upon receipt of the notice of resignation or retirement by the Department of Human Resources the notice is irrevocable. The date of resignation automatically forfeits all accrued rights and benefits. In the event of re-employment, such employee shall be considered as a new employee.

C. Resignations submitted with ten (10) or more working days advance notice shall be entitled to pro-rated benefits. All final payroll payouts will be adjusted for any outstanding Rochester Community Schools negative balances the employee may have incurred.

D. Exception to the above may be made by the Superintendent/designee.

E. The Human Resources Office will notify the Association President of all resignations.

**ARTICLE 10 LAYOFF AND RECALL**

A. Layoff means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds, or reduction of students in a class, school or subject area, or any other conditions beyond the control of the Board/Employer.

B. If it becomes necessary for a layoff, the probationary employees within the affected classification will be laid off first. Seniority employees will be laid-off in the affected classification according to inverse seniority.

Any seniority employee laid off will be placed into another position or classification, if the laid off employee meets the minimum qualifications of that position, e.g., NCLB qualifications, Bi- lingual or E.L.L. language requirements, certified to support the visually impaired, etc.

All laid off employees will be placed by seniority into a position that will be as close as possible to the type of position, hours, and wages the employee held prior to layoff. A position of six (6) hours or more shall be considered an equivalent position for the purpose of bumping and placement.

Before any transfer or layoff letters are mailed to affected employees, the Board will meet with the Association to review the implementation of this Article.

The intent of this Layoff and Recall Article is to keep the most senior employees placed in positions for which they are qualified.

C. Layoffs will be based upon seniority as defined in the Seniority Article according to their classification on a district-wide basis.

At the start of each school year, when all paraeducator positions are being filled, any seniority employee(s) on layoff shall replace the lesser seniority employee(s). If there are no positions available, the lesser seniority employee(s) shall be on layoff until they are recalled.

D. Employees being laid-off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years and shall be recalled in reverse order of their layoffs.

E. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within seven (7) calendar days from the date of mailing of recall notice, said employee shall be considered as having quit.

F. Each employee is responsible for keeping the Employer advised, in writing, of any change of address and will not be excused for failure to report for work on recall if employee fails to receive recall notice because of his/her own failure to advise the Employer, in writing, of his/her change of address.

G. The Employer shall have no obligation to recall probationary employees who may be laid-off.

H. It is clearly understood that any individual laid-off shall automatically terminate and suspend the Employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.

I. Should an employee who is laid off (not through a reduction in hours) be offered any position with comparable hours and rate of pay, for which they are qualified and refuse such appointment, the employee will lose the right to remain on the seniority recall list and shall be considered as having quit.

Should an employee who is laid off as a result of a reduction of hours, under Article 11. A. Hours of Work, be offered and refuse a position with comparable hours and rate of pay for which they are qualified, the employee will lose the right to remain on the seniority recall list and shall remain in their current classification.

J. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.

K. Employees to be laid-off will have at least fourteen (14) calendar days' notice, in writing, of their intended layoff. The President shall receive a list of the employees being laid-off.

L. When full-time employees' hours are reduced making them part-time but not laid off from employment (layoff and recall list), they will be offered the opportunity to apply for full-time positions, along with any current full-time employees within the bargaining unit.

If the position has not been filled in this manner, the same position will be re-posted allowing application by part-time employees (not on the recall list).

If there are no reduced full-time employees, the postings will be made available to all employees of the bargaining unit in accordance with Article 6 Vacancies, Promotions and Transfers.

## ARTICLE 11 HOURS OF WORK

A. The hours of work will be determined by the Employer. If a Paraeducator position is reduced by hours of work, this shall be considered a reduction, and the employee shall have the rights covered under the Layoff and Recall Article.

B. Lunch Periods

1. The lunch period shall be established by the immediate supervisor for employees in accordance with the organizational pattern best suited to the particular building and/or department.

2. A lunch period will not be considered part of the regularly assigned work day.

3. Employees working five and one-half (5.5) or more hours shall have a thirty (30) minute, unpaid lunch period scheduled away from the assigned work area each day.

4. For positions less than five and one-half (5.5) hours, an unpaid lunch period may be assigned, however, should this be the case, the position will be posted as such.

C. Paid Break Periods

1. Paraeducators will be eligible for paid break periods under the following conditions:

    a. The relief break period will be scheduled with their immediate supervisor.

    b. Break periods will be included in the daily schedule for the paraeducator's overall assignment.

    c. Exception to creation of a formal break schedule may only be granted by the Assistant Superintendent of Human Resources Chief Human Resource Officer or his/her designee.

    d. Paraeducators whose total schedule hours/day is 6.0 hours or more will receive two, fifteen (15) minutes, paid, non-duty breaks.

    e. Paraeducators whose total scheduled hours/day is less than 6.0, but greater than 3.25 hours/day, will receive one, fifteen (15) minutes, paid, non-duty break.

D. Compensation for Extra Time

1. It is expected that from time to time, employees may need to spend extra time beyond the regular day to attend meetings or in-service scheduled by the administrator/designee.

2. Employees will be compensated for such time at the appropriate hourly rate.

E. Overtime Compensation

1. Time and one-half shall be paid for all time worked over eight (8) hours per day and forty (40) hours per week. This is only applicable when approved in writing by the immediate supervisor.

F. Deviations from Regular Schedules

1. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to rotation of shifts, vacation, leaves of absences, absenteeism, employee request, temporary shortage of personnel, and emergencies.

2. Recess Assignments

    a. During inclement weather and from Thanksgiving through Spring Break, there shall be a scheduled five-minute interval between outdoor recess assignments.

    b. Recess will be scheduled for inside or outside in accordance with the Board of Education's policies and Administrative Regulations on inclement weather days.

G. Paraeducator Work Day Details

3. All paraeducators will work when students attend school.

4. Instructional/Special Education paraeducators will participate in the REA In-District scheduled workdays prior to the start of the student calendar. These days may be designated as optional or required and as Professional Development (PD), Work, or a combination of PD/Work. This designation will be determined by the district.

1. On non-student days, when paraeducators are required (or optional work day) to work, a full-day is six (6) hours, and a half-day is three (3) hours. On half student days, paraeducators will work their regularly scheduled hours.

2. NRB (Non-Instructional) paraeducators will participate in no less than two (2) professional development offerings. One of the two required days may take place prior to the start of the school year, as determined by the district.

5. Paraeducators may be required to work on non-student days for purposes of professional development and/or other work in the building/district. The district will provide no less than one (1) professional development day.

6. The dates will be listed on the “RCS YEAR AT A GLANCE – PARAEDUCATOR WORKDAY CALENDAR” which will be provided prior to the last day of the school year for the upcoming year, if possible.

7. If the required or optional day is determined to be for paraeducator Professional Development, all or in part, paraeducators must attend professional development sessions for the time determined by the district. On days when paraeducators are required to attend professional development, they will only be allowed to work in the buildings if time remains outside the professional development activity for the balance of their daily schedule. Working in the building during a paraeducator professional development, whether required or optional, will not be permitted.

3. At least ten (10) days prior to the scheduled required or optional day, Human Resources will provide notification as to how the day will be designated. The notification will be provided by the district.

To be eligible to attend Professional Development and/or work in the buildings on any scheduled Optional day, the paraeducator must provide notification of his/her intent to work utilizing the following procedures:

a. The notice to attend PD/work must be submitted in writing to the immediate supervisor/supervising teacher with a copy to the principal. The notice must be filed three work days in advance of the requested Optional day.

b. For designated work days, the immediate supervisor, supervising teacher or building or program administrator, will schedule the work to be done. If it is determined that the immediate supervisor or building or program administrator does not have work to assign, the employee may be asked to report to a different location where there is work to complete.

c. Time worked must be documented and submitted to the building/program administrator and/or principal for approval.

d. If designated as a whole day, the employee must work their normal work hours, if a half school day, the time equivalent to their normal work hours. If it is designated as a half-day with no students, the half day will be considered 3 hours.

4. All paraeducators shall be paid their regular day's salary when reporting for an assigned work day. When school is closed due to adverse weather conditions or any other condition, paraeducators will not be expected to report to work but shall be paid for a full work day with no deductions from their sick bank. In the event such a school day is rescheduled, paraeducators will work the rescheduled day without pay because they were previously paid for the work day. If an employee does not work, the snow day will be deducted from the employee's paycheck. Sick days cannot be used for these make-up days.

5. Paraeducators who require training on medical procedures will be provided training as appropriate. Documentation of training will be kept by the district. The employer will indemnify and save harmless from any liability, members properly administering medication or procedures to students.

H. Work Hour Reporting to President/Designee

1. The President/Designee will be provided with the number of work hours (instructional and non-instructional) of each member within thirty (30) days of the start of the school year.

I. Medicaid Billing Responsibilities

1. If necessary, with pre-approval, paraeducators will be allowed up to one additional hour per month for Medicaid billing responsibilities.

2. This time will be tracked utilizing the time exception log.

**ARTICLE 12 UNPAID LEAVE OF ABSENCE**

A. General leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Superintendent or his/her designee, may be granted to employees for good cause; such leave may be canceled if the employee is employed during the leave. General leaves of absence may be extended for a period not to exceed one (1) year at the discretion of the Superintendent or his/her designee. (The Association President shall be notified, in writing, when an employee has been granted a leave of absence.)

B. An employee granted a leave of absence by the Employer of more than six (6) months may be given a position upon his/her return provided there is an opening in his/her job classification and job assignment (the position held immediately prior to the granted leave), and he/she has given proper notice. An employee on a leave of absence equal to or less than sixty (60) working days will be returned to her/his regular position if it is available. If not available, the employee will be returned to a comparable position. However, no employee will be laid off, or have their hours reduced to return an employee on leave of absence in excess of sixty (60) working days.

C. An employee on a leave greater than three (3) months is required to notify the Department of Human Resources, in writing, at least fifteen (15) days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resign.

An employee on a leave of absence of three (3) months or less will be required to submit only a seven (7) work day written notice. An employee must make application for reinstatement within the time limit specified and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the Rochester Community Schools unless an exception to this rule has been made by the Superintendent/designee.

D. Re-employment of an employee on a leave of absence of more than six (6) months will be conditioned by the availability of a vacancy existing within the employee's job classification and assignment as indicated at the time the leave was granted. The employer's obligation to re-employ an employee shall end six (6) months after termination of the leave.

E. The notice of intention to return to duty after medical leave shall be accompanied by a written statement from a physician.

F. Employees granted a leave of absence shall maintain their accumulative sick leave bank remaining at the time the leave was granted less any deductions for days used. All benefits (sick leave, approve leave, medical, dental, vision, life) cease to accumulate during the unpaid leave except seniority for those on an approved medical leave of absence. Medical, dental, vision and life insurance will continue in accordance with the Family Medical Leave Act (FMLA), although the employee must pay their contribution toward the cost as provided in Article 15, Benefit Protection.

3. Leave of absence may be granted for the following good causes by way of illustration but not limited to:

    1. education
    2. medical
    3. military
    4. Association business

G. Eligibility for any leave of absence requires a minimum of six (6) months continuous employment by the School District immediately prior to such leave of absence. To be eligible for Family Medical Leave, the employee must have been employed for 12-months prior to the leave of absence and worked a minimum of 1250 hours during that 12-month period.

H. No accrual of seniority shall be granted during leave of absence except for medical, or military leaves of absence.

I. While an employee is on a leave of absence for less than six (6) months, temporary employees may be hired. Such temporary employees shall not accumulate seniority and may be terminated upon expiration and return of the employee from his/her leave of absence.

J. Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Board shall be granted a temporary leave of absence for a period up to but not to exceed one (1) year or the term of office whichever may be shorter, provided a written request from the Association and the employee is received by the Board. The total number of persons allowed this type of leave shall not exceed one (1) person within any fiscal year.

K. The Employer cannot guarantee the return of any employee to a specific building or special assignment at the conclusion of the period of absence. The employer will make every effort to return an employee who has been on leave of absence to the same or comparable job that he/she held before the leave.

L. At the expiration of a leave, and as stated in the sections above, if an employee does not return and no extension is granted, his/her removal and termination of employment with Rochester Community Schools becomes automatic.

M. Temporary vacancies of sixty (60) days or more in Instructional/Special Education classifications will be filled in accordance with the provisions of the Vacancies, Promotions and Transfers Article of this Agreement.

N. The rights provided in this Article are in coordination with the rights provided under the Family Medical Leave Act (FMLA). The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this agreement. The Board will continue to observe any leave provisions of benefit programs that provide greater leave rights than the rights established by the FMLA. The Board shall continue health, dental and vision benefits during this leave. The employee is responsible for completing the Department of Labor application and submitting that application to the HR/Benefits Coordinator.

**ARTICLE 13 PAID LEAVE**

A. All seniority school paraeducator employees will be allowed eleven (11) sick leave days per year (student year (September - June) earned at the rate of 1.1 day per calendar month worked (September – June). Sick leave earned during a work year is based upon a monthly proration. Employees who regularly work less than full-time (six hours per day) shall accumulate sick leave prorated according to the average number of hours worked per day and months per year. Accumulation of sick days not used shall be unlimited. Employees who use one (1) or less sick leave day for personal or family illness in the previous work year will earn one (1) additional sick day in the next school year.

B. Annual ESTA sick days may be used for personal illness or illness in the immediate family.

Link: **Earned Sick Time Act**

The immediate family for sick leave purposes is defined as:

1. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
2. A biological parent, foster parent, adoptive parent or legal guardian of an employee or employee's spouse;
3. Individual who stood in loco parentis when the eligible employee was a minor child;
4. An individual to who the eligible employee is legally married under the laws of any state;
5. A grandparent;
6. A grandchild;
7. A biological, foster, or adopted sibling.

Annual ESTA sick days may be used for the following reasons:

1. To care for their own illness, injury, or health condition, including preventive care;
2. To care for a family member's illness, injury, or health condition, including preventive care;
3. If their workplace, or their family member's school or place of care, is closed by a public health official;
4. If they or a family member are advised to stay home by a healthcare provider or public health authority;
5. To address needs related to domestic violence, sexual assault, or stalking, including getting medical care, counseling, relocation services, or attending court proceedings.
6. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

C. Accumulated sick days not used shall be unlimited and may only be used to care for their own illness, injury, or health condition, including preventive care.

D. A seniority employee shall be allowed a maximum of three (3) days of bereavement leave may be used for a death of a spouse, the individual's parents, siblings, or child. Bereavement leaves, meeting the above definition, will not be charged against the employee's sick leave.

Also, a seniority employee shall be allowed up to a maximum of five (5) sick leave days for a death in the immediate family. The immediate family for death leave is defined as parents, spouse, children, grandparents, grandchildren, siblings, dependents, and in-laws. Said days will be deducted from the employee's sick leave accumulation.

E. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick leave pay until the completion of their probationary period and then only on a prorated basis for the first year of employment and whatever time remains from the end of the first year of employment to the end of that fiscal year.

F. After completion of the employee's first year of employment and whatever time remains from the end of the first full year of employment to the end of that fiscal year, an employee will be credited in advance with sick leave allowance for the entire next year which may be used by the employee after working one (1) full pay period following the commencement of that fiscal year providing no absences occur during said pay period. If an employee overdraws from his/her credited sick leave accumulation of more days than have actually been earned, and if repayment is not made in sick days when earned and accrued, the sick days used will be deducted from the final paycheck. If a sufficient amount to cover the number of sick days used is not available in the employee's final check, the employee shall refund to the Employer the amount of overpayment.

G. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

H. Proof of illness may be required at any time.

4. Sick leave shall not be used for seeking other employment, rendering services, or working, either with or without remuneration, for themselves or for anyone else, or any other reason other than illness of self or immediate family members as set forth in Article 13 (B), (C) or (D) above. An employee who uses sick leave for any reason other than that allowed under this Article shall subject themselves to possible disciplinary action.

## I. WORKERS' COMPENSATION

1. All employees involved in work-related injuries or illnesses require the completion of the Employee Injury Report, which is available from a supervisor, building secretary or on the district website. This form must be completed by the supervisor and returned to the Human Resources/Benefits Department within 7 days of the incident.

2. On an annual basis, the district will share the information about the RCS Employee Injury Packet via email and during required professional development.

3. Employee Injury Report Link: https://resources.finalsite.net/images/v1745501628/rochesterk12mius/szeh1hx97ow06vbex2me/WCpacket0425.pdf

4. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Employer the difference between the allowance under the Worker's Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions for sick days. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

5. Any employee will automatically be entitled to seven (7) calendar days of coverage by the Employer for any injury compensated under the Michigan Workers' Compensation Law with no deduction of sick days.

6. Injuries shall be reported by the employee to the appropriate supervisor as soon as possible but not later than three (3) calendar days of the occurrence.

7. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate, and if he/she is required to report back to the doctor during working hours he/she will be paid for time lost.

## J. APPROVED LEAVE DAYS

Upon approval of the Superintendent/designee, three (3) days of accumulated or credited sick leave may be used annually as approved leave days. Approved Leave days shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regular work day such as:

1. Legal business
2. Court appearance
3. Medical
4. Funerals
5. Graduation
6. Immediate family commitments
7. Religious Holidays/Observances
8. Other reasons as approved

Approved Leave days will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period (red box days) as well as the first or last week of the school year. An exception to this rule may be granted by the superintendent/designee. Unpaid days will not be allowed and may be cause for disciplinary action and could result in a loss of holiday and/or vacation pay. If an employee uses a day designated as an Approved Leave day before or after a holiday or non-student break period, under an exception granted above, vacation pay equal to each day used in this manner will be deducted from the vacation payout at the end of the school year.

Approved leave days may not be used for vacation time or to extend a holiday or vacation period (red box days). When school is canceled, approved leave days will not be used. The employee is expected to submit an application for use of an approved leave along with a general statement in support of the request through the district's automated absence approval system (currently Red Rover~~)~~. It is understood that under emergency circumstances, a prior notice (one week) may not be possible. The Approved Leave day is not provided for casual or indiscriminate use.

Paraeducators may utilize approved leave time as noted for a religious holiday or observance. Beyond this time, all absences due to religious holidays or observances shall be unpaid.

K. Paraeducators may request a deviation from RCS absence policies due to a special event or opportunity. This request must be made in writing to Human Resources. This provision may be approved no more than one time per ten (10) years of service to RCS.

L. **JURY DUTY**

The Employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family, the difference between the amount received from jury duty and the regular pay if either the employee or the Superintendent/designee is unable to have the employee excused from such assignment. An employee who received witness or jury duty interview and appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for jury duty and/or witness pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for jury duty and/or witness fees. Such differential shall not be deducted from sick days.

M. **ATTENDANCE INCENTIVE PROGRAM**

The number of accumulated sick leave days (days converted into hours) will be estimated at the end of the school year for the ensuing school year. Employees may access and view official accumulation at the end of each year (June 30) district's automated absence approval system (currently Red Rover)

1. A paraeducator who has accumulated THIRTY (30) or more sick leave days will be entitled to one (1) incentive day for the year.
2. A paraeducator who has accumulated FIFTY-FIVE (55) or more sick leave days will be entitled to two (2) incentive days for the year.
3. A paraeducator who has accumulated EIGHTY (80) or more sick leave days will be entitled to three (3) incentive days for the year.
4. A paraeducator who has accumulated ONE HUNDRED AND FIVE (105) or more sick leave days will be entitled to four (4) incentive days for the year.

5. The maximum number of incentive days that can be used on any one day will be ten (10). These days will be allocated in order of receipt of request by the Department of Human Resources.

The incentive day may be used without specification and must be used in the year in which it is earned. Application must be made at least five (5) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the member's sick bank.

**ARTICLE 14 SICK LEAVE BANK**

A. The Board will cooperate in the operation of a Sick Leave "Bank." All bargaining unit members will participate in the Bank. The following limitations are established for participation in the Bank:

1. If the sick leave bank is below two hundred (200) days at the beginning of the school year, a day will be deducted from each member and added to the bank. At the time of retirement, the retiree may contribute a maximum of ten (10) days to the sick leave bank.

2. The Association President shall meet with Human Resources each year to see if additions are to be made to the Bank at the beginning of each fiscal year according to the above limitations.

3. The first thirty (30) work days of illness or disability will not be covered by the Bank but must be covered by the bargaining unit member's own accumulated sick leave or absence without pay. To apply for benefits from the Bank, a bargaining unit member must be non- probationary. While drawing sick leave benefits, a bargaining unit member cannot be receiving any other pay from the Board.

4. A maximum of sixty (60) days each fiscal year can be drawn by a bargaining unit member from the Bank. If the member is still out from the same illness at the beginning of the next fiscal year and has exceeded the sixty (60) days, he/she may draw an additional thirty (30) days for a total not to exceed ninety (90) days.

5. Employees who have received days from the bank and are subsequently granted Worker's Compensation benefits shall be obligated to replace (repay) sick days used from the Bank.

6. The Bank will be controlled by a committee composed of two (2) Association members selected by the Association, and two (2) administrators selected by the Superintendent, but final authority in regard to the interpretation of this policy shall rest with the Board. The committee shall discuss and review each request.

7. A bargaining unit member with two (2) years of seniority drawing from the Bank will receive 3/4 (75%) of his/her regular, hourly, daily rate. Bargaining unit members with less than two (2) years of seniority will not qualify to draw from the sick bank.

8. A physician will determine the extent of convalescence and ability to return to work. The committee may require that a physician's statement of disability be provided every two weeks.

9. In cases of alleged abuse of the Bank, the Board shall have the right to investigate and take appropriate action.

10. When a bargaining unit member stops drawing days from the Bank and returns to full-time employment, the bargaining unit member's sick leave accumulation will be established at the rate of one-half (1/2) day per month for the balance of the fiscal year.

11. All deliberations of the Bank Committee are final, confidential, and not subject to the grievance procedure.

12. Vacation days will not accrue while a bargaining unit member is drawing days from the Bank.

13. The Sick Leave Bank will not be allowed to go negative. All requests will be handled in order of receipt and if a request would cause the Bank to go negative, it will be denied.

## ARTICLE 15 BENEFIT PROTECTION

### A. LIFE BENEFIT

A group term death benefit policy and an Accidental Death and Dismemberment policy shall be provided for all full-time, permanent, seniority employees working five (5) or more hours per day or twenty-five (25) hours or more per week; and for all permanently assigned seniority employees working two (2) to five (5) hours per day or ten (10) hours to twenty-five (25) hours per week. The selection of the benefit carrier will be made by the Employer.

| Hours: | **10** | **25** |
|---|---|---|
| | $ 20,000 | $25,000 |

1. The above group life and AD&D benefit policies shall begin when the employee has:
    a. Satisfactorily completed the probationary period, and
    b. Properly completed the necessary forms.
2. Benefit coverage shall terminate when the employee terminates his/her employment.

### B. MEDICAL

All permanent, full-time employees who have completed ninety (90) calendar days of employment or the time period required by the Affordable Care Act (ACA) and are employed on a full-time basis, six (6) hours or more per day will be eligible for hospital medical hospitalization coverage through the following plan options: The illustrative rates for the Blue Cross Blue Shield PPO and HDHP change effective January 1 of each benefit year. As a result, the employee contribution toward their health insurance will change effective January 1st. The new rates will be distributed to employees during the Open Enrollment period prior to the benefit cost change and can be found on the district Human Resource Benefits page or by following the link:

**Benefits/FMLA/Injury Report.**

Note: Effective with the January 2026 benefit year – all members included in the Pre-2011 PPO will be moved to the current REA PPO plan

1. If the eligible employee's spouse has or is eligible for any type of fully paid, full-family hospitalization coverage which is equal to or better in coverage than that offered by the Rochester Community Schools, the employee involved will not be eligible for full-family, two-person or single subscriber hospitalization coverage with the Rochester Community Schools. It is understood double coverage is prohibited. There shall be no duplication of benefits. The employee must notify the Department of Human Resources of any duplicate coverage, either through personal coverage or coverage from the spouse's or family's plan. If the employee is covered by any duplicated hospitalization, the Board's obligations under this provision shall be waived. In the event that an employee fails to notify the Department of Human Resources of double coverage and received dual payment of hospitalization benefits, the employee will be ineligible for any hospitalization benefit paid for by the Board for a period of one (1) year. If requested, by the Department of Human Resources each employee will be required

to certify, in writing, that they do not have double coverage of hospitalization.

2. For the appropriate coverage, the employee shall certify, in writing, that he/she is entitled to such coverage. Violation of this certification may require the employee to reimburse the Board for all payments made in his/her behalf. In addition, it is firmly understood that such employee may be disciplined.

3. Employees on unpaid leave of absence in excess of three (3) weeks or not on or eligible for Family Medical Leave shall be required to pay the COBRA cost for the benefits or benefits cease until they return to a full-time benefit eligible position.

4. Unmarried children who are full-time students and/or dependent on member support will be eligible for family member benefits for health insurance through the dependent's twenty-sixth (26th) birthday in accordance with law.

5. If an employee is laid off or has a reduction in hours such that they are no longer eligible for benefits and subsequently become eligible for benefits, they will be placed in the $1000/$2000 PPO plan set forth in paragraph 5, above.

6. Employees shall make contributions toward the cost of their health insurance in the amount of twenty percent (20%) of the cost of that health insurance. Payroll deductions are authorized for this purpose. The Board may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking hospitalization/prescription drug coverage through the School District shall make the monthly contributions toward the cost of that hospitalization/prescription drug coverage in the amount of twenty percent (20%) of the cost that that coverage ad defined in Public Act 152, and payroll deductions are authorized for this purpose.

7. New employees eligible for health care coverage will be eligible to receive benefits under this provision in accordance with applicable law.

C. **DENTAL**

Seniority employees employed on a full-time, full work year basis, six (6) hours or more per day, will be eligible for a dental plan selected by the Board for paid employee and all eligible dependents.

- Class I - 100% (i.e., oral examinations, x-rays, cleaning, fillings, extractions);
- Class II - 80% (i.e., root canals, osseous surgery)
- Class III - 60% (i.e., crowns, dentures, caps, bridges)
- Class IV - 60% (orthodontics - lifetime limit: $1,700)

Dental charges are not subject to a deductible. The annual dental limit is $1,600.

D. VISION

The Board will provide a vision insurance plan to full-time benefit eligible employees and their dependents.

The Board agrees to provide a BCBS/Heritage Vision insurance plan to full-time benefit eligible employees and their dependents. Coverage information can be viewed on the **Benefits/FMLA/Injury Report** district website. It is agreed that contact lens and frame allowances will be increased to $150 annually starting in 2026.

E. **LONG TERM DISABILITY**

The Board will provide Long Term Disability income insurance to cover all regular full-time seniority employees after three hundred sixty-four (364) calendar days of illness or disability. Such insurance will not exceed payment of two thirds (2/3) of his/her regular salary at the time of the illness or disability, subject to the maximum benefit of one thousand ($1000.00) per month and reduced by an amount paid or payable under workers' compensation, social security, or any other earned income. Said compensation as described above is subject to the terms of the contract with the respective insurance carrier.

F. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.

G. Upon layoff or termination of employment with the Board, the employee's benefits as described above will cease to be paid by the Employer.

H. Differences between employees or beneficiaries of employees and any company shall not be subject to the grievance procedure.

I. Subject to the terms of the contract with the respective carriers, it is the intent of the parties that benefits provided for in this Article shall commence on the first compensable working day of seniority employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is considered employed by the Board/Employer in a position that makes them eligible for said benefit.

5. It is the understanding of the parties that benefits will start on the earliest date possible according to the terms of the carrier's contract, after the probationary period.

J. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by a company hereunder shall be controlling us in all matters concerning benefits, eligibility and termination of coverage, and other related matters.

K. If an employee is working but is not eligible for fringe benefits and becomes eligible because of increased work hour assignments or otherwise, he/she shall be provided fringe benefit coverage effective with increased work hours.

L. If an employee drops below the qualifying number of hours for fringe benefit coverage, that employee will be dropped from fringe benefit coverage and not be eligible for reinstatement unless work hours are increased.

M. It is the understanding of the parties that these benefits will not start until after this contract has been accepted and ratified by the parties. See Section C for further guidelines. These benefits will have no retroactivity considered.

N. The Board shall carry a one-million-dollar liability policy for employees.

O. **OPTIONS TO HEALTH BENEFIT COVERAGE**

Employees who work six (6) or more hours per day who are eligible for but who do not participate in the Board's hospitalization and prescription drug benefit, are eligible to participate in this program. To be eligible to opt out of health benefit coverage, employees must provide proof that employee and all members of the employee's family have minimal essential coverage.

1. An additional $50,000 death benefit and AD&D benefit;

2. The following amounts will be paid per month on a per pay basis based upon the number of paraeducators who opt out of the Board provided health insurance plans as set forth below:

Plan 1 – Hired and Eligible for Health Insurance Prior to August 1, 2011:

| | |
|---|---|
| 1-20 opt-out | $75.00/month |
| 21-34 opt-out | $100.00/month |
| 35+ opt-out | $125.00/month |

Plan 2 – Hired and/or become Eligible for Health Insurance after August 1, 2011:

| | |
|---|---|
| 1-15 opt-out | $50.00/month |
| 16-24 opt-out | $75.00/month |
| 25+ opt-out | $100.00/month |

a. Determination of the number of employees who opt-out of health insurance will be determined based upon Open Enrollment for the following benefit year (January 1 – December 31). The Association and impacted employees will be provided with notification of the opt-out amount for the upcoming benefit year prior to December 15th.

b. Those employees and their eligible dependents who opt out of health insurance will be eligible for Board paid dental and vision benefits at no cost to the employee.

**ARTICLE 16 COMPENSATION**

The hourly rates of employees covered by this Agreement are set forth in the salary schedules and incorporated in this Agreement.

A. Approved travel expenses shall be reimbursed at the IRS rate per mile.

B. **HOLIDAYS**

All seniority employees employed during the following holidays will not be required to work and shall be paid for the day at their regular rate.

| | |
|---|---|
| Labor Day* | January 1 |
| Thanksgiving Day | Good Friday |
| Friday following Thanksgiving Day | Memorial Day |
| December 24 | Floating Holiday |
| December 25 | December 26 |
| December 31 | 4th of July (SXI ESY Staff Only) |

*If an Instructional/Special Education paraeducator does not work prior to the holiday on a required or optional work day, they will not be paid for the holiday. If Instructional/Special Education paraeducators are not required to work or offered an optional work day prior to the holiday, the holiday will be paid. Non-Instructional paraeducators are not eligible for the holiday pay unless they are required to work prior to the holiday.

1. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.

2. When a designated holiday falls on a Saturday, the day before will be observed as the holiday for the purpose of this Agreement. In the event that such holiday shall fall on a Sunday, it shall be observed for the purpose of this Agreement on the following Monday.

3. If any of these holidays fall on a scheduled school day, the Board and the Association shall meet to reschedule said holiday.

4. Salary for a holiday shall be paid when the scheduled work day preceding and succeeding this holiday is worked. If the employee indicates that illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within three (3) days after such absence if requested by the appropriate supervisor or designee of the Board.

5. The employee must have been employed (hired) and acquired seniority before and after the above days to be eligible for holiday payment.

## C. LONGEVITY

Seniority employees shall be eligible to receive an hourly longevity benefit at the beginning of the fiscal year, provided their services have been on a continuous basis with the Rochester Community Schools. Longevity begins in the school year after completion of the longevity year listed below. To be eligible for a year of longevity, the employee must work 80% of the work days. Paraeducators will be placed according to the following schedule. Longevity will be added to the hourly rate and included in the bi-weekly check according to the table below:

| Years | $0.00 |
|---|---|
| 7 | $ 0.40 |
| 11 | $ 0.80 |
| 15 | $ 0.90 |
| 19 | $ 1.00 |
| 23 | $ 1.10 |

Eligible years for longevity shall be considered as those years in which an employee has worked at least two (2) hours or more per day and has worked at least eighty percent (80%) of the total working hours for that work-year assignment.

D. **SICK LEAVE PAY OUT**

An employee who is employed by the Rochester Community Schools for five (5) or more years and who retires (under MPSERS), resigns, is permanently laid off or dies will be compensated for unused sick leave days. Seventy-five percent (75%) of the employee's current daily rate will be paid for fifty percent (50%) of the unused earned sick leave days. This payment will be paid on the last regular paycheck the employee receives or included under the provisions of Article 16(L), Special Pay Plan.

E. **VACATION PAY**

**School Year 2025-2026**

| YEARS | | DAYS |
|---|---|---|
| 0-3 | - | 4 |
| 4-6 | - | 7 |
| 7-9 | - | 8 |
| 10-14 | - | 9 |
| 15+ | - | 10 |

For employees hired after August 1, 2016

| YEARS | -- | DAYS |
|---|---|---|
| 10+ | - | 8 |

Non-Instructional employees hired after August 1, 2016, are not eligible for vacation pay.

**School Year 2026-2027**

| YEARS | | DAYS |
|---|---|---|
| 0-3 | - | 4 |
| 4-6 | - | 7 |
| 7-9 | - | 8 |
| 10-14 | - | 9 |
| 15+ | - | 10 |

Non-Instructional employees hired after August 1, 2016, are not eligible for vacation pay.

1. Those eligible for vacation pay will be paid for days when work days are not scheduled and paid to employees at the end of the school year.

2. All paraeducators working under this Agreement shall get vacation pay at their rate per hour and hours per day of their regularly scheduled work day according to the schedule above but shall not accrue vacation leave or be entitled to paid or unpaid vacation days off from work.

3. If an employee is laid-off, quits, or retires, vacation pay will be prorated for the months worked during that fiscal year.

4. If an employee uses all available paid leave days (sick, approved leave and/or incentive) and therefore is absent without pay, (except if on an approved unpaid leave for medical reasons or FMLA) in addition to not receiving pay for the day of absence, one day of vacation pay will be deducted in that school year for each unpaid day of absence. If no vacation days remain or are available, an employee will lose pay for the next scheduled holiday (even if said holiday is in next school year).

## F. COMPENSATION

1. Upon ratification, for the 2025-2026 and 2026-2027 contractual years, employees who are eligible will be granted one (1) step on the salary schedule. The salary schedule will be as follows:

| 2025-2026 | Non-Instructional | Instructional Rate | Categorical Rate |
|---|---|---|---|
| **Step 1** | $13.75 | $15.94 | $17.48 |
| **Step 2** | $14.06 | $16.25 | $17.78 |
| **Step 3** | $14.36 | $16.55 | $18.09 |
| **Step 4** | $14.67 | $16.86 | $18.40 |
| **Step 5** | $14.97 | $17.17 | $18.71 |
| **Step 6** | $15.28 | $17.48 | $19.01 |
| **Step 7** | $15.58 | $17.78 | $19.32 |
| **Step 8** | $15.88 | $18.09 | $19.63 |
| **Step 9** | $16.19 | $18.40 | $19.94 |
| **Step 10** | $16.49 | $18.71 | $20.24 |

| 2026-2027 | Non-Instructional | Instructional Rate | Categorical Rate |
|---|---|---|---|
| **Step 1** | $14.17 | $16.42 | $18.00 |
| **Step 2** | $14.48 | $16.73 | $18.32 |
| **Step 3** | $14.79 | $17.05 | $18.63 |
| **Step 4** | $15.11 | $17.37 | $18.95 |
| **Step 5** | $15.42 | $17.68 | $19.27 |
| **Step 6** | $15.73 | $18.00 | $19.58 |
| **Step 7** | $16.05 | $18.32 | $19.90 |
| **Step 8** | $16.36 | $18.63 | $20.22 |
| **Step 9** | $16.67 | $18.95 | $20.53 |
| **Step 10** | $16.99 | $19.27 | $20.85 |

2. In addition to regular compensation, Paraeducators performing duties within a Special Education Resource Room position shall be entitled to receive a bonus payment. The total annual bonus amount shall be Five Hundred Dollars ($500.00). This bonus shall be paid in two (2) equal installments per fiscal year, with the first installment distributed in January and the second installment distributed in June. The bonus amount shall be calculated on a pro-rated basis according to the Paraeducator's Full-Time Equivalent (FTE) status.

3. Attendance at overnight camp is not a mandatory requirement for Paraeducator positions. Should an administrator request a Paraeducator's attendance, and the Paraeducator agrees, compensation for hours worked during the camp will be at their established regular hourly rate.

   d. Paraeducators assigned to accompany any students overnight shall receive a $150.00 bonus per overnight.

   e. Paraeducators assigned to accompany any students during day camp shall receive a $100.00 bonus per day.

4. Instructional and/or Categorical Paraeducators who attain Registered Behavior Technician (RBT) certification will receive an additional $0.25 per hour. Official copies of the certification must be submitted to Human Resource Department for approval and payment.

## G. PAYMENT OF STEPS

1. Effective with ratification of this agreement and according to the following schedule Employees hired between:

   a. July 1 and December 31 of the same school year will advance one (1) step on July 1st the following school year.

   b. January 1st and June 30th of the same school year will advance one (1) step on the salary schedule January 1st the following school year.

2. Current RCS employees who are moving to the RPEA bargaining unit from a position in the school age care or pre-k program will be placed on Step 2 of the Salary Schedule.

3. For the 2025-2026 those paraeducators who are on the top step of the salary schedule (not as a result of a step increase) will be provided an off-schedule payment each year of this agreement. The amount of the off-schedule payment will be $500.This amount will be pro-rated for FTE. The off-schedule payment will be paid in a lump sum with the last pay of the fiscal year.

4. For the 2026-2027 those paraeducators who are on the top step of the salary schedule (not as a result of a step increase) will be provided an off-schedule payment each year of this agreement. The amount of the off-schedule payment will be $600.This amount will be pro-rated for FTE. The off-schedule payment will be paid in a lump sum with the last pay of the fiscal year.

## H. CLASSIFICATIONS

**NON-INSTRUCTIONAL**

Paraeducators in this classification provide support for building or program operations that are non-instructional for the majority of their work day. The following assignments are considered an example of non-instructional:

- **Building**
- **Bus**
- **Lunch Recess**
- **Science Material Support**

Non-instructional paraeducators who work in a temporary overload assignment will be paid the instructional rate for the temporary overload time worked.

**INSTRUCTIONAL**

Paraeducators in this classification provide instructional support for students under the direction of a teacher or program supervisor for the majority of their work day. The following assignments are considered an example of:

**General Education Instructional:**

- **Early Childhood Education**
- **Distance Learning**
- **Learning Consultant**
- **31-A**
- **Bi-Lingual or English Language Learner (ELL)**
- **Title I, or other miscellaneous federal grant-funded assignments, (for example, Title V)**
- **Overload**
- **Instructional – all categories**
- **Medical Administration Support**

**Special Education Instructional:**

- **Resource Room**
- **Visually Impaired**

**Special Education Categorical:**

- **Emotionally Impaired**
- **Cognitively Impaired**
- **Severely Multiply Impaired**
- **Early Childhood Special Education**
- **Autism Spectrum Disorder**
- **Adult Transition Program**

I. **TERMINAL LEAVE PAY**:

A terminal leave payment of one hundred dollars ($100.00) per year of service will be made to employees who retire (under MPSERS) or die with ten (10) years or more of service.

J. The Board will provide a salary reduction program for IRC Section 125. The program will provide a health care option and a child care option.

K. The Board of Education will provide a Special Pay Plan (IRS Section 401 (a)), if determined to be legal by the **Internal Revenue Service** for each employee who retires, resigns, or dies. If the Special Pay Plan is determined not to be legal, this entire section will be deleted from the Agreement. There will be no cost to the employee for this benefit. Each employee who meets the following conditions must use the Special Pay Plan.

The conditions are:

1. The employee must be fifty-five (55) years of age or older on December 31 or the year in which he/she retires, resigns, or dies.
2. The District must have employed the employee for more than five (5) years.
3. The Special Pay Plan amount must exceed $1,000.00

If the employee meets the conditions listed above, the following severance benefits must be placed in the Special Pay Plan:

1. Sick Leave Payments
2. Terminal Leave Payments
3. Early Retirement Incentives

The Board of Education will pay annually an amount equal to $50 for each permanent full- time employee into the 401 (a) Special Pay Plan. Determination of permanent full-time is defined by Article 15C. This amount will be paid no later than May 30th of each fiscal year.

L. Effective with the last pay in June of 2022 and June 2023 all members of the bargaining unit on that date and who contribute monies to a 403(b)-tax sheltered annuity, shall receive a matching contribution to a 403(b)-tax sheltered annuity, up to a maximum of two hundred and fifty dollars ($250). The matching contribution will be based upon the member's contributions from the first pay of the contractual year through the last pay in May of 2022 and 2023. This amount shall be pro-rated for all part-time employees who remain members of the bargaining unit on that date. It is expressly understood that this is a pre-tax contribution and shall not apply towards Michigan Public Schools Employees Retirement System (MPSERS). Employee's contributions will be payroll deducted per Article 3.19.

## ARTICLE 17 STAFF DEVELOPMENT

A. The District shall provide paraeducators with the necessary training and education to successfully carry out their assigned job duties.

B. Any employee requesting reimbursement for training expenses, must submit the expenses on approved forms and use District procedures. These procedures must be completed prior to attending the training.

C. Paraeducators who receive training which will help them in the performance of their job duties through the Rochester Community Schools Community Education Program or Oakland Schools, shall be reimbursed for the tuition costs for such classes.

D. The Board agrees to establish procedures which will allow paraeducators to apply for permission to attend conferences.

E. Depending upon the availability of funds, expenses as approved by the administration, will be provided.

F. A paraeducator attending such conferences or in-service shall be granted sufficient time to attend without loss of compensation.

G. The paraeducator will submit a written report regarding such conference within one week upon return from the conference if requested by the immediate supervisor.

H. To be reimbursed for tuition costs, the employee shall submit receipts for tuition and proof of satisfactory completion of the courses to his/her immediate supervisor.

I. A mentor program will be developed jointly by the RPEA and RCS. Included will be a job description, requirements, training, and compensation.

J. Prior to the end of each school year, a committee of not more than six (6) individuals, three (3) administrators and three (3) representatives of the RPEA, will meet to discuss possible topics for professional development for the subsequent school year.

**ARTICLE 18 SAVE HARMLESS**

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such 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.

**ARTICLE 19 MISCELLANEOUS PROVISIONS**

A. Because every building has problems particular to itself due to facilities, personnel, and the public, the involved employees are encouraged to work with their supervisor/building administrator to jointly develop solutions to the common problems that are not inconsistent with State Law, School Board Policy, this agreement or other higher authorities.

B. The Board/Employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operation of the School District that the Board would like to make part of its operation. The changes made under this section will be for a period of not more than one (1) year; extension of this time period must be mutually agreed upon by the parties. The Employer will use seniority as a guide when making adjustments or modifications.

C. The Employer shall provide each employee a “Notice of Intent” form before the end of the school year on which the employee will indicate whether he/she will not be returning to work for the coming school year. The completed “Notice of Intent” shall be returned to the Employer on or before the date indicated on the form.

D. The building administrator(s) will be responsible for assessing weather conditions (temperature and wind velocity) and shall use such information to determine the appropriateness of outdoor recess for students. The building principal will use reasonable discussion to determine the appropriateness of outdoor recess.

E. Each fiscal year, two (2) employees may attend the annual convention or work on Association business a maximum of two (2) work days each with pay plus any approved leave days remaining as a total number of days approved with pay. The use of approved leave days will be deducted from his/her sick bank.

F. All seniority employees are members of the Michigan Public School Retirement System. Information concerning retirement is available at the Department of Human Resources.

G. The Association shall be granted a total of one hundred-twenty (120) hours per fiscal year, without loss of pay for conducting Association business, including attendance at Association meetings. Appropriate written notice shall be given to the Department of Human Resources and immediate supervisor so that a substitute may be secured if necessary. All requests for Association days must be approved by the President.

H. The District shall provide designated executive board members of the RPEA Association leadership with a District-issued laptop computer.

I. Teachers are responsible for the supervision of students. Paraeducators will provide support to the instructional program. When a teacher is absent, every effort shall be made to secure a certified teacher as a replacement. In cases of emergency, the paraeducator will supervise students until a certified teacher arrives.

J. The Employer shall endeavor to provide a safe and secure location for paraeducators to store small personal belongings. The location and accommodation shall be determined by the Employer.

K. The following provision shall be applicable only to the extent that Public Act 436 of 2012 is (or becomes) applicable: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

L. For all leave time granted as set forth in Article 19 E and G set forth above, the RPEA/MEA agrees to reimburse the district for the retirement cost for said leave time in accordance with ORS guidelines for “Professional Service Leave.”

M. No later than April 15th of the calendar year in which the contract expires, the parties will meet to begin negotiations of the next collective bargaining agreement.

N. For current paraeducators a stipend of one hundred dollars ($100) will be paid for the first new hire referral and two hundred dollars ($200) for each referral thereafter. It is expressly understood that for the stipend to be paid, the paraeducator making the referral must complete and submit the District provided paperwork to the Human Resource Department prior to the completion of the onboarding of the new hire. The new hire must have also indicated on their application, the name of the Rochester Community School employee who had referred them. The stipend will be paid after the new employee has successfully completed ninety (90) calendar days.

6. To facilitate ongoing professional development and access to resources, the District shall, when technologically and administratively feasible, establish and maintain a secure, shared digital drive. This drive will house past training modules and relevant resource materials for access by paraeducators.

**ARTICLE 20 GRIEVANCE PROCEDURE**

A. A grievance is defined as an alleged dispute or violation of a special article or section of this Agreement. There shall be an earnest effort on the part of the grievant, the Association, and the Board/Employer to settle the grievance through the following steps. Any employee(s) who believes he/she has been unjustly dealt with may grieve up to and including Step 4 of the grievance procedure.

B. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the seniority employee or the Association, on behalf of the seniority employee, fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the Board/Employer's last answer.

In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step unless the grievant or the Association, on behalf of the seniority employee, indicates otherwise.

C. Each grievance must be initiated within ten (10) working days of the occurrence of the grievance or, if the seniority employee did not have knowledge of the grievance at the time of it happening, then within ten (10) working days after the aggrieved becomes aware of the cause of the grievance.

D. Any written agreement reached between the Employer and the Association is binding on all employees affected and cannot be changed by an individual.

E. Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to STEP THREE, the parties may, by mutual, written agreement at STEP THREE, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at STEP THREE while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at STEP THREE**.**

F. In the event it becomes necessary for the Association President to be involved in handling a grievance, the Association President will be allowed reasonable time during working hours, without loss of pay, for the proper handling of grievances. The appropriate supervisor or principal may grant permission to the Association President to leave their work for a reasonable period of time and no Association President shall leave his/her work without first obtaining permission. The Association President shall perform their regularly assigned work at all times and must not leave their building unattended, except when granted permission to leave their work as provided herein, and the privilege granted to the Association President to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and must report back promptly when their part in the grievance adjustment has been completed and they will not abuse such privilege.

G. If the Association President is required to go into another building other than his/her own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified; permission will be granted provided that it does not unduly interfere with or interrupt or affect work or school operations or assigned duties. It is the responsibility of the above-mentioned Association President to report to the building principal before their conference with any employee. If, in the opinion of the principal or the immediate supervisor of the Association member, such Association activity is interfering with classroom activity or assigned duties, such Association activity will be postponed.

H. Except as set forth above, no Association President or Building Representative or any other employee shall be granted time off for the purpose of handling matters, affairs, or grievances unless specific permission has been granted by the supervisor or principal.

## I. CLAIMS FOR BACK PAY

All grievances must be filed, in writing, within ten (10) working days from the time the alleged violation was to have occurred or of knowledge of occurrence. The Board shall not be required to pay back wages more than fourteen (14) days prior to the date a written grievance is filed unless it involves a payroll mistake.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
2. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

## J. STEP ONE

Within ten (10) working days of the time an alleged grievance occurs or as stated in Section C above, a signed, written "Statement of Grievance" shall be submitted to the grievant's immediate supervisor during non-working hours whenever possible. The aggrieved employee shall have the right to request representation by an Association representative.

The Association representative and aggrieved shall be allowed to confer regarding the grievance and, if they so desire, a meeting on the alleged grievance shall take place between the parties with the objective of resolving the matter**.** Within five (5) working days of receipt of the grievance, the supervisor shall give his/her written answer to the grievant and the Association President.

The "Statement of Grievance" shall:

1. name the employee or employees involved,
2. state the facts giving rise to the grievance,
3. identify all the provisions of this Agreement alleged to be violated,
4. state the contention of the employee with respect to these provisions, and
5. indicate the relief requested.

The Statement of Grievance form shall be signed by the employee involved or appropriate Association representative.

If grievance does not start at Step One but goes directly to Step Two then twenty (20) working days of the time from the alleged grievance will be allowed for the grievance.

## K. STEP TWO

If the grievance is not satisfactorily settled in STEP ONE, then a signed, written "Statement of Grievance" shall be submitted to the Department of Human Resources by the grievant, or Association on behalf of the grievant, within ten (10) working days after the STEP ONE answer. The written grievance at STEP TWO will contain all information as specified in STEP ONE.

Within ten (10) working days of receipt of the written STEP TWO grievance, a meeting will take place between the grievant, the Association President, if requested by the grievant, and the appropriate supervisor(s) and administrator(s). The written answer of the Department of Human Resources administrator will be given to the grievant, with a copy to the Association President, within ten (10) working days of the meeting.

L. **STEP THREE**

If the grievance is not satisfactorily settled in STEP TWO, then the grievant and the Association shall have the right to appeal the decisions of STEP TWO within ten (10) working days of receipt of said answer. Such appeal, "Statement of Grievance," shall be directed to the Superintendent of Schools/designee.

A meeting on this appeal will take place within ten (10) working days of the date of receipt of the appeal. The grievant, Association President, and one (1) other Association representative to be named by the Association and the Superintendent and/or his/her designee(s) shall meet in an attempt to resolve the grievance. Within ten (10) working days of said meeting, a written answer shall be given to the grievant and the Association President.

M. **STEP FOUR**

Within fifteen (15) working days after delivery of the Superintendent's (or designee's) decision, either party may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration or STEP FIVE of the grievance procedure.

N. **STEP FIVE**

If the grievance remains unresolved at the conclusion of STEP FOUR, it may be submitted for binding arbitration at the request of the Association President, provided written notice of the request for submission to arbitration is delivered to the Superintendent within ten (10) working days from the date of the superintendent's written decision at STEP FOUR, unless mutually agreed upon that STEP FOUR is waived. The parties agree to use the American Arbitration Association selection procedures to choose an Arbitrator.

The arbitrator shall hear the grievance in dispute and shall render his/her decision, in writing, within thirty (30) days from the close of the hearing unless mutually agreed upon otherwise. The arbitrator's decision shall be submitted, in writing, and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

O. **POWERS OF THE ARBITRATOR**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or change any salary.
3. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties.
4. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and below. It shall be binding on the Association, its bargaining unit members, the employee or employees involved, and the Board and its agents.
5. The fees and expenses of the arbitration shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## ARTICLE 21 WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board/Employer nor the Association, for the life of this Agreement unless mutually agreed upon, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not referred to or covered in this Agreement.

## ARTICLE 22 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements or past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

## ARTICLE 23 NO STRIKE CLAUSE

A. The Association officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, engage in, or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from full, faithful, and proper performance of the 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, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Rochester Community Schools. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

B. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

   1. Delivering immediately to the Employer, a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,

   2. Taking such other action which, it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

   3. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Association and its officers and membership disavows their action.

C. Should differences arise between the Employer and the Association and/or employees, as to the interpretation or application of the provisions(s) of this Agreement, or should any dispute of any kind arise, it is agreed that there shall be no work stoppages, walkouts, or slowdowns, picketing, etc., or any other type of concerted action until the entire Grievance Procedure has been exhausted and said situation resolved.

## ARTICLE 24 SPECIAL CONFERENCES

A. There may be established under this Article a closed forum, hereinafter called "special conference." It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.

B. Special conferences for important matters including health and safety will be arranged by the President and the Employer by mutual consent of the parties. The Association may appoint not more than four (4) members to represent their organization, and the Employer may have like number if it so desires. Such meeting shall be between at least two (2) representatives of the Employer and of the Association.

C. Arrangements for the conference shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

**ARTICLE 25 CONTRACT MAINTENANCE COMMITTEE**

A. A contract maintenance committee (CMC) shall be formed consisting of no less than two (2) and no more than four (4) bargaining unit members and no less than two (2) and no more than four (4) administrators for the purpose of discussing administration matters arising under this collective bargaining agreement. Additions to the committee may be mutually agreed upon.

Non-Contractual

1. District will review possibility of looking at building and/or quadrant and/or SE/GE. regular subs
2. To the extent possible, buildings will collaborate in order to cover shortages.
3. Job descriptions will be reviewed and discussed by RCS administration and RPEA leadership.
4. RCS will provide the FAQ/Tutorial electronically annually to all RPEA employees.
    - A larger sample of examples of time exemptions will be created and provided.
5. Training will be provided to new hires and secretaries/administrators on time and attendance system and processes periodically.
6. A calendar of time and attendance submission dates will be provided to RPEA employees.

ROCHESTER COMMUNITY SCHOOLS
PRIDE IN EXCELLENCE

52585 Dequindre Road, Rochester, MI 48307

# LETTER OF UNDERSTANDING

**Between Rochester Community Schools and the Rochester Paraeducators Association (RPEA)**

This Letter of Understanding (LOU) is intended as a temporary modification to the current RPEA Collective Bargaining Agreement and will remain in effect only through the expiration of the existing contract, June 30, 2027. Upon expiration of the contract, this LOU will automatically sunset and will not carry forward, renew, or be applied in any subsequent contract term unless explicitly renegotiated and agreed to by both parties.

The parties enter this Letter of Understanding to clarify and document the agreed-upon modifications to the supplemental compensation structure for RPEA members who perform duties associated with the Appendix B Supplemental Salary Language and Schedules contained in the Rochester Education Association (REA) Master Agreement.

## Supplemental Salary Language and Schedules

***(Referenced from the REA Master Agreement)***

The supplemental assignments available to RPEA members, along with the corresponding position categories and salary schedules, are outlined in Appendix B of the REA Master Agreement. Rochester Community Schools and the RPEA acknowledge that RPEA members filling these supplemental roles will be compensated in accordance with the schedules established in the REA contract, as modified below.

## Supplemental Pay Adjustment

Effective Fall 2025, a six percent (6%) salary supplement shall be provided to all individuals listed in Category A who are currently employed under this Collective Bargaining Agreement, as well as to all who have retired from a position while covered by any previous or current version of the RPEA Collective Bargaining Agreement (RPEA-eligible members) who are actively employed in a Category A supplemental position at the time of service.

Effective Fall 2025, a four percent (4%) salary supplement shall be provided to all individuals listed in Categories B and C who are currently employed under this Collective Bargaining Agreement, as well as to all who have retired from a position while covered by any previous or current version of the RPEA Collective Bargaining Agreement (RPEA-eligible members) who are actively employed in a Category B or C supplemental position at the time of service.

## Supplemental Contract Issuance

Supplemental contracts will be issued at the beginning of the supplemental assignment or activity, whenever possible.

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**Reference to Supplemental Salary Structure**

The supplemental salaries of positions covered by this LOU follow the categories and position lists outlined in Appendix B of the REA Master Agreement, as follows:

- Category A: MHSAA Athletics Coaching and Competitive Clubs
- Category B: Co-Curricular
- Category C: Activities and Clubs

These salary schedules will remain in effect during the designated period of the Agreement.
The salary for Categories A, B, and C is based on $32,000, consistent with the underlying REA Appendix B structure.

**Payment Schedule**

In accordance with the REA Appendix B schedule, salaries for Categories B and C supplemental positions will be paid in two (2) equal installments:

- First installment: Paid on the last scheduled pay date of the district's first semester
- Final installment: Paid on the last scheduled pay date of the district's second semester

**Signatures**

**For Rochester Community Schools:**

Name / Title Jennifer Arsenault - HR Specialist

Signature Jennifer Arsenault

Date: 12.11.2025

**For the Rochester Paraeducators Association (RPEA):**

Name / Title Tracie Guilmet- President

Signature Tracie Guilmet
Tracie Guilmet (Dec 11, 2025 18:33:42 EST)

Date: 12/11/2025

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# Memorandum of Understanding to Correct Scrivener's Error

The District and the Association agree that Article 16, *Section E of the current collective bargaining agreement incorrectly lists the vacation pay for paraeducators.*

*The parties agree that the language originally displayed as* ***(A)*** *is incorrect and has been replaced with the correct information* ***(B)***

**A.**

E. VACATION PAY

| School Year 2025-2026 | |
|---|---|
| YEARS | DAYS |
| 0-3 | 4 |
| 4-6 | 7 |
| 7-9 | 8 |
| 10-14 | 9 |
| 15+ | 10 |

For employees hired after August 1, 2016

| YEARS | -- | DAYS |
|---|---|---|
| 10+ | - | 8 |

Non-Instructional employees hired after August 1, 2016, are not eligible for vacation pay.

| School Year 2026-2027 | |
|---|---|
| YEARS | DAYS |
| 0-3 | 4 |
| 4-6 | 7 |
| 7-9 | 8 |
| 10-14 | 9 |
| 15+ | 10 |

Non-Instructional employees hired after August 1, 2016, are not eligible for vacation pay.

**B.**

**SCHOOL YEAR**
**2025-2026 / 2026-2027**

**For all Instructional / Special Education employees:**

| Years | | Days |
|---|---|---|
| 0 - 3 | -- | 4 |
| 4-6 | -- | 7 |
| 7-9 | -- | 8 |
| 10-14 | -- | 9 |
| 15+ | -- | 10 |

**Non-Instructional employees hired after August 1, 2016, are not eligible for vacation pay.**

This correction is intended solely to conform the written agreement to the parties' original mutual understanding and does not modify, amend, reopen, or otherwise change any other provision of the collective bargaining agreement. All other terms and conditions of the agreement remain in full force and effect.

This MOU is non-precedential and shall not be used to expand or alter the meaning of any other contract provision.

Signatures For Rochester Community Schools:

Name/Title: Jennifer Arsenault - HR Specialist

Signature: _____ Date: 6/24/24

For the Rochester Paraeducators Association (RPEA):

Name/Title: Tracie Guilmet- President

Signature: Tracie L Guilmet Date: 6-24-24