

MASTER AGREEMENT

between the

**Charlotte Paraprofessional Association,
MESPA**

and the

**Charlotte Public Schools
Board of Education
Charlotte, Michigan**

July 1, 2009 – June 30, 2011

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This Agreement entered into this 14th day of December, 2009, by and between the Board of Education of the Charlotte School District, Charlotte, Michigan, hereinafter called the "Board" and the Charlotte Paraprofessional Association/MESPA, hereinafter called the "Association."

Article 1 - Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all paraprofessionals excluding the position of Computer Management Work Leader. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as paraprofessionals and reference to female personnel shall include male personnel.
- B. The Board agrees not to negotiate with any educational paraprofessional organization other than the Association for the duration of this Agreement.
- C. When used hereinafter, the term "paraprofessional" shall include all paraprofessionals, except substitute paraprofessionals. Substitute paraprofessionals are those employed as a temporary replacement for absent paraprofessionals.

Article 2 - Agency Shop and Payroll Deductions

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association and pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:
 - 1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board of make such deduction pursuant to paragraph A above.

- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the paraprofessional has remitted the service fee to the Association or authorized payroll deduction for same.
- B. Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the District shall deduct one-twentieth (1/20) of such dues, assessments and voluntary contributions for twenty (20) consecutive pay checks beginning in September of each year. The District agrees to promptly remit to the Association all monies so deducted, accompanied by a list of paraprofessionals from whom the deductions have been made.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions. (See letter of Agreement regarding PAC deductions)
- E. The Board shall, upon joint approval of the Association and Board, also make payroll deduction upon written authorization from paraprofessionals for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.
- F. The Association will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that

said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Association also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Association's procedures whereby non-members of the Association can challenge service fees established by the Association as well as with respect to the proper identification and allocation of Association expenditures which have been characterized by the Association as properly chargeable to bargaining unit members who do not choose to become members of the Association.

The Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures, specified herein for non-Association bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

G. Save Harmless Clause - In the event of legal action against the Employer (including each Board member, administrator, or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if so desires, and
2. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available, to the extent that such information is subject to lawful discovery.

The Association agrees that in any action so defended, it will hold the District harmless from any liability for damages and costs imposed by a final judgment of a Court or administrative agency as a direct consequence of the District's compliance with this Article. The Association also agrees that neither it or its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.

Article 3 - Negotiation Procedure

- A. A paraprofessional engaged during her working day in negotiations on behalf of the Association with any representative of the Board or required to participate in any grievance procedure including arbitration, shall not incur loss of salary when same has been mutually scheduled by both parties and the arbitrator.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted practice, agreement, policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

Article 4 - Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby recognizes that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any paraprofessional in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any paraprofessional with respect to hours, wages, terms, or conditions of employment by reason of her membership in the Association of collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Association and its members shall have the right, subject to prior approval of the Supervisor in charge, to use school building facilities at all reasonable hours for meetings at no charge to the Association. The Association shall be responsible for any damages caused to school facilities by virtue of Association use. Bulletin boards shall be made available to the Association.

- C. The Board agrees to furnish to the Association, in response to the reasonable requests, information readily available in the form maintained by the Board which will assist the Association in performing its obligations in collective bargaining or which may be necessary for the Association to process any grievance or complaint.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, national origin, handicap/disability, age, sex or marital status.

The Board and the Association additionally recognize and declare that their commitment to non-discrimination may require reasonable accommodation of handicapped or disabled employees and accordingly agree to jointly confer with any employee making such a request.

- E. Each paraprofessional shall have the right, with prior notice, to review the contents of her own personnel file. A representative of the Association may, at the paraprofessional's request, accompany the paraprofessional for this review. A written statement, for inclusion in the personnel files may then be provided by the paraprofessional for response to any and all materials that are kept in the file.

The District recognizes its responsibility to protect the privacy rights of its employees, as well as its obligation to comply with the law. All such documents and records shall be kept at the Personnel Office and will not be removed from said office. Authorized school district personnel shall have access to such files. Information from the personnel file may not be released to third parties that are not representatives or agents of the District without prior written permission of the paraprofessional, unless such release is required by law. The District shall be entitled to release such information in connection with a judicial, quasi-judicial or administrative proceeding, in responding to a request under the Freedom of Information Act, or in order to comply with applicable laws. In such cases, the paraprofessional shall be promptly provided with a copy of the court order or FOIA request. The employee shall have the opportunity to review and receive copies of the documents to be released upon request. Any rebuttals from the employee shall accompany the released documents.

Article 5 - Board Rights

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the state of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of paraprofessionals and their working conditions which are not inconsistent with the provisions of this Agreement or violation

of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

- B. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the School District reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
 - 1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 - 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the qualifications of employees, determine the size of the workforce and to lay off employees in accordance with the Articles contained in this Agreement.
 - 4. Adopt and equitably enforce reasonable rules and regulations.
 - 5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Article 6 - Association Rights

- A. Only authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use internal mailboxes for communication to its members. However, this shall not be interpreted to require the District to process any such mail through the District's internal mail system.

- C. Members of the Association selected to attend a function of the Association shall be allowed time off without pay to attend such functions. No more than fifteen (15) days per year will be allowed. Normally, no more than one (1) paraprofessional will be allowed to attend such functions from any one (1) building. In the event that more than one (1) paraprofessional, but no more than two (2), are selected from one (1) building and their absence would not disrupt school operations, the parties agree to work together to accommodate the needs of each other. No more than three (3) paraprofessionals may be absent under this provisions at any one time. If possible, two (2) weeks notice will be provided to the administration when such time is needed.

Article 7 - Vacancies and Transfers

A. Definitions

1. An "assignment" is defined as the number of hours doing a particular job at a particular job site. Jobs and job sites could be combined to make an assignment. (The job site for a Specialized Student Support Paraprofessional is the school(s) that the student with whom the Paraprofessional works attends.)
2. A "transfer" is a voluntary or involuntary change of assignment.
3. A "vacancy" is a position which the district intends on filling, including:
 - a. Newly created position.
 - b. Additional time of two (2) hours or more. In filling vacancies of two (2) or more hours, such time shall be awarded in accordance with paragraph B, provided that it does not disrupt the employee's current schedule. In situations where it would cause a change in the bargaining unit member's schedule, the building principal must approve the change.
 - c. A position that is open due to the permanent separation of a bargaining unit member or if an employee is on an extended disability leave of more than one year or a requested leave of more than six (6) months per Article 15 (F) Leaves of Absence.
4. Unposted hours shall be awarded based upon seniority in the building to the employee who does not have a full schedule, meets the qualifications, and provided it does not disrupt the employee's current schedule. If not filled in this manner, such additional hours will be posted.

B. Filling Vacancies

1. All vacancies shall be posted for at least five (5) working days on the bulletin board in each school building. A copy of the general job description and task list

shall be available from Personnel. All posted vacancies must be applied for, in writing, by the last day of the posting period.

All vacancies, which remain open at the end of the school year or occur during the summer, shall be posted two (2) weeks prior to the first student day of the school year. Postings shall be available on the district's website. Employees may register with the Human Resources Department for vacancy postings to be mailed during the summer at the time of posting.

It is the responsibility of the bargaining unit member to have a correct summer address on file with Human Resources.

For assignments serving students with unique needs, information regarding job content is available from the building administration or Special Education Director.

2. When filling vacancies, the Board shall consider the seniority and qualifications of the applicants.

"Qualifications" will include record of past performance; job related experience, training, and educational requirements as well as any job qualifications established by relevant district, state, or federal statute or regulations.

If qualifications are equal, seniority will prevail.

3. Internal applicants shall be interviewed before any applicants from outside the bargaining unit.
4. Vacancies shall be offered to a laid-off and qualified bargaining unit member before any applicants outside of the bargaining unit.
5. If a second vacancy is created as a result of a paraprofessional filling another posted vacancy, the Board shall post the vacancy and fill it in accordance with the procedures above. If additional vacancies are created, the Board may fill the vacancy with a substitute without posting until two (2) weeks prior to the end of the marking period at which time it will be posted.
6. If a bargaining unit member successfully bids on a vacancy after the start of the school year, he/she may only bid on one other position during the school year provided he/she has been in his/her position for at least fifteen (15) work days. A building principal shall have the discretion to grant an exception to allow a paraprofessional to bid for an additional vacancy.

C. Tentative Assignments

1. Paraprofessionals will be given notice of their tentative assignments for the subsequent school year by June 15. The tentative assignment shall be to the same classification and building to the extent possible, with hours being assigned in order of seniority unless:

a) The position to which the paraprofessional is assigned will not be in existence the following year.

-or-

b) In case of Paraprofessionals with Specialized Student Support assignments, the student to which the paraprofessional was assigned will no longer be in attendance.

If a paraprofessional wishes to remain at less than full-time or wishes to be considered for hours in another classification, he/she must notify Personnel by May 1st of each year.

2. Any paraprofessional who does not wish to accept the tentative assignment must respond in writing within five (5) working days to Personnel or, in the case of Special Education and Specialized Student Support Paraprofessionals, to the Director of Special Education. In such cases the paraprofessional shall be assigned to the position held by the least senior paraprofessional within the same classification and hours, provided the paraprofessional is qualified.

A paraprofessional, whose tentative assignment represents a reduction of two (2) or more hours per day, may use the bumping procedure in Article 9F.

3. The District shall notify the paraprofessional as soon as possible regarding any reassignment which is made after the paraprofessional has received a tentative assignment

It is recognized that for the first fifteen (15) student session days of the school year, it may be necessary for paraprofessional assignments to be different than the tentative assignment in order to provide building-wide support and to begin the year successfully. Further, it may be necessary to add hours to a position in order to meet enrollment and/or program demands.

D. Alteration in the normal workday will be subject to the approval of the paraprofessional's building principal.

E. A paraprofessional with a Specialized Student Support assignment who is transferring to another position shall remain in the current position until a trained replacement paraprofessional is available for that position. The Board shall take steps to find and train

a replacement as soon as possible. If the position to which the paraprofessional is transferring earns a higher wage, the paraprofessional shall earn the higher wage from the date of the awarding of the position.

- F. Off-school property supervision positions, with the exception of in-city designated bus stops, shall be posted in the affected building and made available for bid by all paraprofessionals in that building. In the event that no bargaining unit member applies for the posted vacancy, it will be assigned to the least senior member in the affected building, excluding paraprofessionals who have Special Education responsibilities based on State or Federal mandates which would prohibit such assignment.
- G. Involuntary transfers shall not take place without prior discussion with the affected paraprofessional in which any objections to the assignment shall be considered before the final decision is made. The final decision shall remain with the District.

Article 8 - Evaluation

- A. It is the responsibility of the Board to evaluate the performance of paraprofessionals. Evaluations will be conducted by the paraprofessional's administrator in collaboration with the supervising teacher(s). The overall evaluation will be based on the paraprofessional's total activities.
- B. The paraprofessional will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- C. Paraprofessionals with less than one (1) year's seniority will be evaluated at least once during their probationary period and before the end of the first year.
- D. Novice paraprofessionals will be evaluated at least once per year, practitioner and mastery level employees shall be evaluated once every third year.
- E. The paraprofessional will receive a copy of the completed evaluation(s) and will sign the evaluation to indicate they have seen it. The evaluation conference, by mutual agreement, may be scheduled outside the regular workday.
- F. Prior to placement of the formal evaluation in the employee's personnel file, the paraprofessional may include comments on the evaluation within five (5) working days. These written comments shall be incorporated into the evaluation and placed in the paraprofessional's personnel file with the paraprofessional, the evaluators and a signature by the collaborating teacher, if participating. No changes may be made thereafter unless initialed by the parties.
- G. If a paraprofessional is placed on an improvement plan, the paraprofessional must show progress towards meeting the established goals. If the goals are not met, the paraprofessional may be subject to corrective discipline up to and including dismissal.

- H. The evaluation of paraprofessionals and the criteria used are not subject to the grievance and arbitration procedures. It is understood, however, that any discipline of non-probationary paraprofessional due to an adverse evaluation is subject to the grievance procedure.
- I. A joint paraprofessional/administrator committee will develop and recommend to the Superintendent a form to be used in evaluations. The committee will make periodic review of the evaluation form and provide the Superintendent with suggested changes.

Article 9- Layoff and Recall

A. The classifications in this bargaining unit are:

- 1. Special Education Paraprofessional which includes:
 - a. Special Education Classroom Assignments
 - b. Specialized Student Support Assignments

Specialized student support assignments shall be defined as an assignment to student(s) who, based on IEP documentation have physical support needs, academic support needs, or behavioral support needs.

- 2. General Education Paraprofessional which includes:
 - a. Title 1 or Equivalent Reading Assignments
 - b. Classroom Assignments
 - c. Student Supervision Assignments
 - d. Copy Center Assignments
 - e. In-School Suspension Assignments
 - f. Office Assignments
 - g. Food Service Assignments

3. Media Paraprofessional

4. Youth Facility Paraprofessional

B. Seniority:

- 1. Seniority shall be defined as the length of continuous service from the employee's most recent date of hire in the bargaining unit. Leaves of absence and periods of layoff shall not be considered breaks of service and seniority shall accrue during such periods. Ties in seniority shall be broken by a drawing conducted in the presence of Board and Association representatives.
- 2. In October of each year, the Board shall publish and distribute to the President of the Association a copy of the complete seniority list for members of the bargaining unit. Such list shall include all individuals who hold seniority as a

result of this Agreement. If there is no challenge to the seniority list within thirty (30) days of its distribution to the Association, such list shall be considered conclusive for purposes of this Agreement.

- C. When a reduction of hours or elimination of a position becomes necessary within a building, the reduction will occur by position.
- D. The Board will provide the paraprofessional with ten (10) working days notice prior to any layoff or reduction of two (2) hours or more per day, except in emergency situations.
- E. In the event that the Board finds it necessary to reduce the number of positions or reduce the number of hours in any position by two (2) hours or more per day after the first fifteen (15) student session days of school, the layoff or reduction will be done by position.
- F. Any paraprofessional receiving notice of layoff or reduction of two (2) hours or more per day shall have the option to exercise seniority by bumping a less senior employee according to the sequence provided below.
 - 1. Movement within the same classification, within the same building.
 - 2. Movement within the same classification, but to a different building.
 - 3. Movement to a different classification, within the same building.
 - 4. Movement to a different classification in a different building.

In order to exercise this option, the paraprofessional must be qualified (as defined in Article 7B(2) of this Agreement) for the position into which she desires to bump.

- G. Paraprofessionals wishing to exercise the option to bump, as described above, must notify Personnel, in writing, no later than five (5) working days after the notice of reduction of hours or layoff occurs or within five (5) working days of being bumped. Failure to notify Personnel within the five (5) working day period will result in a waiver of the option to bump.
- H. Paraprofessionals shall exercise this option to bump no more than twice per school year and not more than once during any sixty (60) calendar day period.
- I. If the paraprofessional who is laid off declines a tentative assignment which is equivalent in number of hours to those previously held, it shall be construed as a voluntary quit.
- J. Recall
 - 1. Laid off paraprofessionals shall be recalled in order of seniority to open positions for which they are qualified (as defined in Article 7B(2) of this Agreement).
 - 2. No new paraprofessional shall be employed by the District until paraprofessionals on layoff have been recalled to open positions for which they are qualified.

3. The Board shall give written notice of recall from layoff by mailing a certified letter, return receipt, to the paraprofessional at her last address on file with the Personnel Office. Such notice shall be issued at least five (5) days prior to the date of return to work. The obligation to keep the personnel office informed of the employee's current address for purposes of mailing a recall notice is the responsibility of the paraprofessional.
 4. Pending the return from layoff of a paraprofessional, the Board shall have the right to temporarily fill the position at the Board's discretion.
 5. The paraprofessional shall report to work upon the date specified by the Board in the recall notice except in extenuating circumstances (such as unavailability due to illness). Failure to report on the date shall result in termination of the paraprofessional's employment and seniority rights with the District.
- K. Laid off paraprofessionals shall automatically be added to the substitute list.
- L. There shall be no obligation to recall a paraprofessional who has been laid off for thirty-six (36) months or a period equal to her length of service to the District, whichever interval is greater.

Article 10 - Probationary Employees

- A. All paraprofessionals hired or rehired into the bargaining unit shall start at the base pay. Base pay for Special Education Paraprofessionals shall be defined as Step II and base pay for In-School Suspension, Media and Youth Facility assignments shall be defined as Step III, as indicated in Article 14(A) of this Agreement.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment. The Association shall not represent discharged and disciplined probationary employees for other than Association activity.
- C. A newly hired paraprofessional shall be on probationary status for ninety (90) work days, taken from and including the first day of employment. This period may be extended by the Board, on an individual basis, for an additional thirty (30) work days. If, at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, she may be disciplined or dismissed by the Employer during this period without recourse to the grievance procedure in Article 11.

A paraprofessional who is awarded a position in a classification under this Agreement different than a classification previously held in this bargaining unit shall be subject to a probationary period of thirty (30) work days, taken from and including the first date of employment in the new classification. If at any time prior to the completion of the thirty (30) work day probationary period, the employee's work performance is unsatisfactory, she may be returned to her former

classification by the Employer without recourse to the grievance procedure in Article 11. This shall not preclude the District from discharging the employee during her probationary period for reasons related to performance which are unrelated to the change in job classification. During the thirty (30) working day probationary period, the Employer shall have the right to use a substitute or otherwise temporarily fill the position previously occupied by the bargaining unit member and shall not be required to post the same as a vacancy until the above period has expired. Probationary employees who are absent for any reason during their probationary period shall work additional days equal to the number of days absent and such paraprofessional shall have not completed her probationary period until these additional days have been worked.

- D. The probationary period shall not include vacation days (i.e. Christmas break, Spring break, summer recess).

Article 11 - Grievance Procedure

A. Definitions:

1. A "grievance" is defined as an alleged violation of a specific Article or section of this Agreement.
2. The term "paraprofessional" includes any individual or group covered by this Agreement.
3. The "Grievant" is the person(s) making the claim.
4. The term "days" when used in this Article, shall mean days on which the central administrative offices of the District are open.
5. The term "Association Representative" shall mean the Association's designee beginning with the verbal conference of the procedure.

B. Purpose:

The purpose of the procedure set forth in this section is to allow for examination and discussion of any grievance, as defined in Part A(1) of this Article.

This Grievance Procedure is the only procedure that will be used to address claims by bargaining unit member(s) that this contract has been violated.

C. Procedure:

1. Time Limits - The time limits provided in this Article are mandatory and are to be strictly observed. If the Association or Grievant does not move the grievance according to the outlined procedures, then the grievance may not advance to the next level and the grievance shall be considered withdrawn. Every effort should

be made to expedite the process; however, time limits may be extended by mutual agreement.

2. Verbal Conference - In the event the paraprofessional feels she has a basis for a grievance, she shall first discuss it with her principal within five (5) days from the time of the incident over which the paraprofessional is aggrieved. The paraprofessional may request to have a union representative present at this discussion in an attempt to resolve the problem.
3. Step One - If, after the verbal conference the paraprofessional still believes the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the principal within five (5) days of the verbal conference. Within five (5) days after the presentation of the written grievance, the principal shall give a written response to the grievant.
4. Step Two - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made by the principal in the time provided, the grievance shall be submitted to the Superintendent or his designee within five (5) days. Within five (5) days after receipt of this grievance, a meeting with the aggrieved paraprofessional and a maximum of three (3) representatives of the Association with the Superintendent or his designee shall be scheduled in an effort to resolve the grievance. Within five (5) days after the hearing, the Superintendent/designee's disposition, in writing, of the grievance shall be returned to the grievant.
5. Step Three - If the grievance is not resolved at Step Two, the Association shall refer it in writing to the Board of Education within five (5) days after the receipt of the decision at Step Two. The Board shall hold a hearing on the grievance within ten (10) days or designate one (1) or more of its members to hold a hearing within that time period. The Association shall have an opportunity to present its views at this step. Within five (5) days of this meeting, the Board shall render a decision on the grievance and present it, in writing, to the aggrieved, and to the Association Representative(s).
6. Step Four - If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is submitted to the Board within fifteen (15) days after the date of the Board's written decision at Step Three. Within five (5) days after the date of this written notice to the Board, the Association must file a request for arbitration with the American Arbitration Association unless the parties have mutually agreed to an arbitrator. The arbitrator must then be selected according to the rules of the American Arbitration Association, and the case shall be heard and presented in accordance with these same rules. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The decision of the arbitrator shall be binding upon the Association, its members, the paraprofessionals involved, and the Board. The

parties may mutually agree to use the American Arbitration Association expedited arbitration procedure.

The arbitrator shall have no authority to hear any grievance for which an alternative remedy pursuant to state or federal law has been sought.

The arbitrator shall hear the grievance, if within the arbitrator's jurisdiction, and shall render a decision, in writing, within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted, in writing, and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

- D. Costs - The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses will be borne by parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other. All arbitration hearings shall be held in the District.
- E. Nothing contained herein shall be construed to prevent any individual paraprofessional from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement. Individuals may not arbitrate grievances.

Article 12 - Working Conditions

- A. All paraprofessionals shall fully, faithfully and properly perform the duties of their employment.
- B. All paraprofessionals who are assigned to work five (5) or more hours per day shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) consecutive minutes, without pay, unless mutually agreed upon otherwise with the immediate supervisor.
- C. Paraprofessionals will be provided with a fifteen (15) minute rest period for an uninterrupted work period of more than 3.75 hours. The rest period shall be cooperatively scheduled with the paraprofessional's supervising teacher. Paraprofessionals receiving a lunch period shall not be entitled to a rest period under this paragraph unless they meet the 3.75 hour uninterrupted work period requirement.
- D. Paraprofessionals shall be included in a start of school teacher professional development day and shall receive their regular rate of pay. Paraprofessionals shall be paid for the same number of hours as in their regularly scheduled work day.
- E. Paraprofessionals will be scheduled to work when students are in session. Paraprofessionals assigned to work when students are not in session will be notified in writing by the building principal at least one (1) week in advance. Paraprofessionals may request in writing to their building principal to work when students are not in session and the building principal may grant or deny such requests.
- F. In an effort to equalize hours allocated to paraprofessionals within a building, the District shall first assign available office duties to those available paraprofessionals within a building who have less than a six (6) hour assignment. Paraprofessionals will be compensated for this work at their current rate of pay.

- G. The Board recognizes its responsibility to support and assist paraprofessionals with respect to the maintenance and control of student discipline. Paraprofessionals also recognize their responsibility to provide support and assistance to the Board and the administration with respect to maintaining discipline and control in the school. Upon hire, the administration will distribute to paraprofessionals the District's policy on corporal punishment.
- H. Any case of verbal or physical assault upon a paraprofessional shall be promptly reported to the Board or its designated representative. The employee shall provide a written statement of the incident to Personnel within three (3) working days of the event. The Board shall assist the paraprofessional in contacting law enforcement authorities regarding such assaults. Time lost in connection with law enforcement or judicial proceedings against the student shall not be charged against the employee.
- I. Paraprofessionals shall be expected to exercise reasonable care with respect to the safety of pupils and property. The School District shall maintain errors and omissions and general liability insurance.
- J. If, in the performance of regular or assigned duties, a paraprofessional without negligence on his/her part shall suffer damage to his clothing or other personal property including vehicles parked in designated areas to the extent of \$25.00 but not more than \$200.00, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such paraprofessional in seeking recovery from any party responsible for said loss. The District shall not be obligated to make reimbursement for losses covered by insurance policies held by the District and/or paraprofessional. All claims submitted by the paraprofessional shall contain proof of valuation or damage. Such damage shall be reported to the Building Principal within three (3) working days of its occurrence and subject to the Principal's approval.
- K.
 - 1. The District shall assist paraprofessionals in finding training opportunities to help them successfully complete the state or local academic assessment.
 - 2. In the event additional classifications are required to meet the requirements of ESEA, the parties will meet to discuss the impact of such requirements.

Article 13 - Professional Behavior

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other misconduct by a paraprofessional reflect adversely upon the District and its employees and creates undesirable conditions in the school building. Such conduct may result in discipline up to and including discharge. Discipline shall generally be progressive, provided that for serious infractions more severe disciplinary measures may be imposed. Alleged breaches of discipline shall be promptly reported to the offending paraprofessional and to the Association.

Article 14 - Compensation

A. Salary Schedule - Hourly Rate

2009-2010; 2010-2011

Step One	\$7.50
Step Two (After 2 years)	\$7.95
Step Three (After 3 years)	\$8.40
Step Four (After 4 years)	\$9.60
Step Five (After 6 years)	\$9.70
Step Six (After 8 years)	\$10.50
Step Seven (After 10 years)	\$10.70
Step Eight (After 12 years)	\$10.85
Step Nine (After 14 years)	\$11.05
Step Ten (After 16 years)	\$11.25
Step Eleven (After 18 years)	\$11.45

In the 2010-2011 school year, paraprofessionals shall remain on the same Step paid in the 2009-2010 school year.

Special Education and Title I Paraprofessionals shall receive initial placement at Step 2, but shall not progress to Step 3, 4, and 5 until the requisite years of service have been met.

In-School Suspension and Youth Facility assignments shall receive initial placement at Step 3, but progression to step 4 and 5 shall not occur until requisite years of service have been met.

Specialized Student Support Paraprofessional with health care responsibilities such as: feeding, suctioning, specialized toileting, catheterization, the regular and consistent exposure to bodily fluids of an individual student, etc. shall be paid one dollar (\$1.00) per hour in addition to their regular hourly wage.

- B. A paraprofessional shall advance on the Salary Schedule on the anniversary date of hire. The Association shall notify Personnel of the anniversary date.
- C. Retirement Fund contribution, except MIP employee contributions, shall be paid by the Board.

D. Paraprofessionals need not report to work on days when school is closed due to Acts of God or other conditions not within the control of school authorities. If the school receives State Aid in full under the State Aid Act for the days when school is closed, paraprofessionals will receive their full compensation. Employees shall work on any rescheduled days at their normal rate of compensation.

E. Paid Holidays:

Labor Day (Delete in 2009-2011 School Year)	Christmas Day
Thanksgiving	New Year's Eve Day
Day after Thanksgiving	New Year's Day
Day before Christmas	Memorial Day(Delete 2009-2011
Day after Christmas	School Year)

For the 2009-2010 school year, Memorial Day will not be a paid holiday. For the 2010-2011 school year Memorial Day and Labor Day will not be a paid holidays.

F. Paraprofessionals shall be compensated at their regular hourly rate for any training or meeting, when it is offered and sponsored by the District, or when it is approved by the building administrator, or where attendance is required. Up to three jointly planned training sessions shall be offered during the regular school year. Each paraprofessional shall be responsible for attending at least one of the training sessions. Paraprofessionals may attend more than one training session if they so desire.

Article 15 - Leaves of Absence

A. Eligibility

Paraprofessionals who have successfully completed their probationary period with Charlotte Public Schools may request a leave of absence under the following provisions listed below.

B. Personal Health/Disability Leaves

1. A leave of up to one (1) year will be granted to a paraprofessional for the purpose of recovering from a personal serious health condition or disability, including maternity and related conditions. Application for this leave must be filed with the personnel office at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the employee as soon as is practicable under the circumstances.
2. The Board has the right to receive medical certification from the paraprofessional's health care provider regarding the necessity for serious personal illness/disability leave taken under this section. Medical inquiries under this Section shall be in conformance with the requirements of the Family and Medical Leave Act and its implementing regulations. The paraprofessional will facilitate and cooperate in the furnishing of such information.

C. Family Health/Disability Leaves

After one (1) year of service with the Charlotte Public Schools, a paraprofessional will be granted a leave of absence without pay for the purposes of caring for an immediate family member with a serious health condition or disability.

Application for this leave must be filed with the personnel office at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the paraprofessional as soon as is practicable under the circumstances.

“Immediate family” shall include: the employee’s spouse, children, parents or foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care the paraprofessional is principally responsible. The application for this leave will be accompanied by a doctor’s statement verifying the need for the requested leave.

D. Parental/Adoptive Leave

Parental leave shall be granted for a period of up to one (1) year if the paraprofessional has a child of four (4) years of age or less. Application for this leave must be filed with the Personnel Office at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the paraprofessional as soon as practicable under the circumstances.

Any paraprofessional may apply for an adoptive leave without pay. The decision to grant such leave is at the discretion of the Board of Education except where the leave is required to be granted to an eligible paraprofessional under the Family and Medical Leave Act. When first notified of acceptance as an adoptive parent by the adoption agency, the paraprofessional desiring adoptive leave shall apply to the Personnel Office for an adoptive leave which shall commence when the paraprofessional assumes custody of the child and shall continue for the duration of the school year unless a longer period of leave for this purpose is required to be granted to an eligible paraprofessional under the Family and Medical Leave Act. Upon request of the paraprofessional, the leave may be extended for an additional school year.

E. Educational Leave

1. A paraprofessional who has been on the staff of the Charlotte Public Schools for a minimum of one (1) year, and who has a record of satisfactory service, may request and shall be granted a study leave for a period of up to one (1) year. The request shall indicate the institution, planned course of study and the planned name(s) of classes and number of credits to be earned each semester/term.
2. Leaves must be for District semester durations.
3. Study leave shall be without pay and fringe benefits.
4. A paraprofessional being granted a leave of absence for study shall advance on the salary schedule as the paraprofessional would have advanced had the

paraprofessional been employed in the Charlotte Public Schools, provided a transcript is filed with the central office indicating successful completion of classes identified in the request for educational leave.

F. Return from Leave of Absence

1. A paraprofessional returning from or requesting an extension of a leave of absence must notify Personnel not later than thirty (30) days prior to the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit.
2. A paraprofessional returning from Personal Health/Disability Leave or Family Health/Disability Leave of less than one (1) year shall be returned to his/her former position. If the leave extends for one (1) year or more, or the former position no longer exists, then the paraprofessional may exercise the right to bump pursuant to Article 9(F).

Positions made available due to Personal Health/Disability Leave or Family Health/Disability leaves of less than one (1) year will be filled by substitutes until the return of the paraprofessional on leave.

Compliance with the above standards shall be regarded as restoration to an equivalent position for purposes of the Family and Medical Leave Act.

3. Paraprofessionals returning from any other leave of six (6) months or less shall be returned to their former position. If his/her former position no longer exists, then the paraprofessional may exercise the right to bump pursuant to Article 9(F).

Positions made available due to requested leaves of absence that will last more than six (6) months will be posted. All other positions available due to leaves will be filled by substitutes until the return of the paraprofessional on leave.

4. If placement upon return from leave is not possible through the procedures described above, the paraprofessional shall be placed on layoff status at the conclusion of the leave.
5. The terms and conditions of the leave shall be governed by the Master Agreement in effect at the time of the leave.

G. Family and Medical Leave Act

Leaves granted under Sections B, C, and D of this Article to eligible paraprofessionals shall be regarded as taken under the Family and Medical Leave Act of 1993 and shall be counted toward allotment of such leave to a paraprofessional. Other leaves shall be granted consistent with FMLA or exigent leaves for military leave for family members or for caring for an injured service member.

H. Leave for Other Purposes

Jury Duty - The paraprofessional who received a jury duty interview and appearance notice must notify Personnel within one (1) school day of such notice, if possible. If

paraprofessionals are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty, if their work schedule permits. It is understood and agreed that paraprofessionals shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, paraprofessionals must furnish the Board with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty. Any paraprofessional found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

A leave of absence with full pay not chargeable against the paraprofessional's sick leave shall be granted for court appearance when subpoenaed as a witness in any case connected with the paraprofessional's employment or the school (except adversarial situations between the District and paraprofessional or District and Association), provided the paraprofessional pays to the District any sums received as witness fees.

I. Compensable Leave

1. Sick Leave - Paraprofessionals shall be credited with ten (10) days sick leave at the beginning of the school year, accumulative to sixty (60) days which shall be available to them in future years.

- a. Paraprofessionals hired after the beginning of school will be credited with one (1) day of sick leave for each month that they are employed. Should a paraprofessional start work between the 1st and the 15th of the month, a full month's credit will be given for sick leave. After the 15th of the month, the paraprofessional shall wait until the following month to receive sick leave credit.

Paraprofessionals who resign or leave the district prior to the end of the school year and have exceeded ten (10) sick days in a school year (unless the paraprofessional had more than ten (10) sick days accumulated) shall have the sick days used beyond one day per month worked deducted from their final pay.

- b. Sick leave pay will accrue based on the number of hours that the employee is normally scheduled to work.
- c. Paraprofessionals absent for reason of sickness less than one-half of their normally scheduled hours will have only one-half sick day deducted from their credited sick leave.
- d. Compensable leave shall be granted in accordance with the following conditions:
 1. Personal Illness - Illness or injuries not requiring an unpaid leave of absence. Child birth and recovery shall be handled as any other temporary medical disability.
 2. Illness or serious injury to the immediate family - Absence necessitated because of the need of the personal attendance of the

paraprofessional for parents, children, and spouse up to ten (10) sick days; for other members of the immediate family up to ten (10) sick days. Use of the additional sick days may be granted by the superintendent. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the paraprofessional is principally responsible.) If the superintendent determines that there appears to be excessive use of sick leave days, the superintendent may request a medical reason from the employee.

3. For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against an eligible paraprofessional's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the paraprofessional. This shall apply to:
 - i. Sick leave which is utilized pursuant to paragraph I(d)(2) of this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a paraprofessional must make arrangements for necessary medical and/or nursing care.
 - ii. Sick leave which is utilized under this Article due to a serious health condition which renders the paraprofessional unable to perform the functions of her job.
4. If it is necessary to lose time for appointments; doctor, dentist, etc., the paraprofessional has the option of making up the time rather than incurring the loss of salary with the prior approval of the principal.
 - e. A medical excuse may be required for an employee if there is a pattern of absenteeism or if the District can provide evidence of probable abuse.
 - f. For each semester with perfect attendance, the employee shall receive a cash bonus of \$50.00. Perfect attendance shall be defined as no absence other than personal days or funeral days.
2. Bereavement - Leave of absence with pay chargeable against sick leave allowance (as set forth in I(1), above) shall be granted up to five (5) days for a death in the immediate family or friends when arranged and approved by the supervisor. Paraprofessionals who have worked two (2) years as a paraprofessional in Charlotte Public Schools shall not be charged sick leave for up to three (3) bereavement days per school year. If more than one (1) member of the immediate family dies in the same year at separate occasions, up to five (5) additional days of credit sick leave will be granted for this purpose.

3. Workers' Disability Compensation - Any paraprofessional who is absent because of an injury or disease compensable under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time she becomes eligible for Workers' Compensation benefits:
 - a. The paraprofessional may utilize her accumulated sick leave for each day absent provided that she reimburses the District for the amount of worker's compensation benefits received for the corresponding pay period. Paraprofessionals shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - b. The paraprofessional may elect to receive workers' compensation benefits only.
 - c. The paraprofessional may elect to receive the difference between her regular compensation and the amount received as workers' compensation benefits. Such difference in compensation shall be computed on a percentage basis, and this percentage shall be deducted from the paraprofessional's sick leave accumulation. (For example: if workers' compensation pays 60% of full pay, sick leave will only pay 40% and the sick leave accumulation shall be charged .4 of a day for each day so used.) Paraprofessionals shall only be eligible to access this alternative if they have sufficient sick leave accumulation.)
4. Personal Business - Two (2) personal business days, not chargeable to sick leave, shall be granted to paraprofessionals who have been employed at least two (2) years in Charlotte Public Schools as a paraprofessional. Paraprofessionals with less than two (2) years of service shall have two personal business days available, chargeable to sick leave. Paraprofessionals requesting a personal business day shall file a notice forty-eight (48) hours prior to the day requested. The following restrictions and conditions shall apply:
 - a. Personal business days must be used for sound, pressing and unavoidable reasons that cannot be conducted other than on a school day.
 - b. Personal business days shall not be accumulated from year to year. However, a paraprofessional who has been employed at least two (2) years in Charlotte Public Schools as a paraprofessional shall have unused days credited to her accumulated sick leave.
 - c. Personal business leave days shall not be used the last day before a vacation, holiday or school recess, nor on the first day after a vacation, holiday or school recess.
 - d. Personal business leave days shall be used in increments of not less than one-half (1/2) days, i.e., one-half (1/2) day shall be charged for one-half (1/2) day or less, and one (1) full day shall be charged for over one-half (1/2) day and up to one (1) full day.
- J. The Board may approve requests for leaves for reasons other than cited in this Article.

- K. The superintendent may require that a paraprofessional submit evidence (form appropriate medical practitioners) of physical or mental ability for purposes of: verifying eligibility for leave under any provision of this agreement; to evaluate fitness for duty where the superintendent has reasonably founded concerns related to job performance or safety; or to assess a paraprofessional's fitness for return to work.

If the superintendent has a basis for disagreement with information provided by the paraprofessional's medical practitioner, the paraprofessional is subject to examination by an appropriate practitioner selected by the board. The board shall pay the cost of any physical or mental examination under this section.

Article 16 - Resignation

- A. Any paraprofessional desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any paraprofessional who resigns from her position will automatically lose all seniority with the Charlotte Public School system.

Article 17- Retirement

In the event employment is terminated, the paraprofessional may be entitled to a refund of payment made to the Retirement Fund from the Michigan Public School Employees Retirement System. Application forms are available in the Personnel Office.

Article 18 - Definitions

- A. For purposes of this Agreement, the term "Supervisor" shall refer to the Building Principal and the term "Board" shall include administrative personnel.
- B. Full time paraprofessionals shall be defined as employees on six (6) hours per day or, if school is in session less than six (6) hours, full time is for the length of the day students are in session.

Article 19 - Insurance

- A. Paraprofessionals have the right to enroll in the health insurance coverage described below, provided that the paraprofessional is responsible for payment of applicable premiums unless otherwise specified in this Article.
1. The above health plan specifications shall not include coverage for abortion services which the Board is prohibited from funding under Section 166d of the State School Aid Act.

Alternatively, the bargaining unit members taking health coverage may elect, as a group, to defray the cost of these services through payroll deduction from their compensation.

- B. Effective January 1, 2009, for paraprofessionals employed thirty (30) hours or more per week and who have worked in the Charlotte Public Schools as a paraprofessional for at least one (1) year, the District will pay sixty (60%) percent of the single subscriber rate to be applied toward the PHP HSA High Deductible insurance plan offered by the District. The District's contribution shall increase to eighty percent (80%) of the single subscriber rate after the paraprofessional has been employed in that capacity by the District for two (2) years. After eight (8) years of employment in the District as a paraprofessional, the District's contribution shall increase to ninety percent (90%) of the single subscriber rate.

The deductible cost (\$1,250) is included in the premium health insurance premium rate and the employee is responsible for co-payment amounts as described above. "Years" of employment, for purposes of this Article, shall be measured as of the paraprofessional's most recently completed year of service (by employment anniversary date) as of the close of the annual insurance open enrollment period. Adjustment in "years" of employment for purposes of determining the District's premium contribution for an eligible paraprofessional shall only be made during the annual open enrollment period.

Examples:

1. The paraprofessional was initially hired by the District on September 1, 1986. She will have completed eight (8) years of employment by the conclusion of the annual open enrollment period on September 30, 1994. The District is accordingly responsible for contributing ninety percent (90%) of the single subscriber health premium rate.
 2. The paraprofessional was initially hired by the District on November 4, 1989. She will have completed four (4) years of employment by the conclusion of the open enrollment period on September 30, 1994. The District is accordingly responsible for contributing eighty percent (80%) of the single subscriber health premium rate.
- C. The balance of health insurance premiums shall be payroll deducted. The District shall make available to employees, on a voluntary basis, participation in a Flexible Benefits Plan for the purpose of enabling employees to make their monthly insurance premium contributions on a pre-tax basis.
- D. The Board shall provide employees with \$10,000 of life insurance with an Accidental Death and Dismemberment rider.

Article 20 - Specialized Student Support Paraprofessionals With Health Care Responsibilities

- A. The parties acknowledge that the policy of least restrictive environment and inclusion of disabled pupils is legally mandated. It is also recognized that paraprofessionals share the responsibility for promoting the successful implementation of a student's IEP and for participating in the delivery of special education and related services to such pupils as those terms defined in 34 CFR 300.13.
- B. If delivery of the related school health care services is necessary to provide a disabled student with a free appropriate public education, as mandated by applicable state or

federal statute, those functions may be assigned to a qualified paraprofessional. Where clean intermittent catheterization, nasal suctioning, tracheotomy care or similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each responsible paraprofessional.

The District shall provide training to employees required to perform such services at no cost to the employee. Further, the employee shall be compensated for time spent in training.

This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedure. The District shall also have the prerogative to require training in the above procedures of paraprofessionals who may not be assigned primary or ongoing responsibility with regard to a particular disabled pupil.

- C. Any employee who is not currently performing such services, shall, if in the future required to perform such services, be entitled to an unpaid leave without loss of seniority if he/she believes that he/she will not be able to perform the required services. The employee shall be given the opportunity to apply for any subsequent vacancies that may arise in accordance with his/her qualifications, seniority and the provisions of the Master Agreement. Such rights shall be retained for one calendar year and thereafter the rights of return shall cease. The employee shall not be eligible for unemployment compensation.
- D. Any paraprofessional, working as a backup for the employee designated to perform these services, shall be compensated at the Specialized Student Support rate for time spent performing these services.

Article 21 - Miscellaneous

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found or shall become contrary to law, then such provisions 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.
- C. Paraprofessionals shall be provided a copy of any bargaining unit job description on request.
- D. Parties agree to share equally the costs of printing this Agreement. Sufficient copies will be provided for all bargaining unit members and five (5) copies will be provided to the Association.
- E. The Association agrees that strikes by public employees as defined in the Public Employment Relations Act of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of

the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

Article 22 - Duration of Agreement

This Agreement shall be effective upon ratification and shall remain in effect until July 1, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement is entered into this 14th day of December, 2009 by the parties:

CHARLOTTE PARAPROFESSIONAL ASSOCIATION/MESPA

By: *John R. Eaton*
Its: President

Date: 2-24-10

By: *Rose Anne Luna*
Its: Chairperson, Negotiating Team

Date: 2-24-10

CHARLOTTE BOARD OF EDUCATION

By: *Robert L. Byrnes*
Its: President

Date: 2-24-2010

By: *Niane M. Kitcham*
Its: Secretary

Date: 2-24-2010

LETTER OF AGREEMENT

Between

CHARLOTTE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

And

CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

Re: PAYMENT FOR ADMINISTRATIVE COSTS OF PAC PAYROLL DEDUCTIONS

The parties recognize that as a result of the opinion of the Michigan Court of Appeals in the *Michigan Education Association v Secretary of State*, _____ Mich App _____ (No. 280792; released August 28, 2008) the Board is prohibited from allowing or implementing employee payroll deductions for contribution to political action committees. To the extent that Article 2 ¶ (D) of the 2008-2009 Agreement requires or allows such deductions, it will not be made by the Board unless the above litigation is reversed on appeal, or in the event the Michigan Campaign Finance Act is amended to permit such payroll deductions.

If such payroll deductions become lawful in the future, in order to implement the provisions of Article 2 ¶ (D), the parties agree as follows:

1. If any bargaining unit member elects payroll deduction for purposes of contributing to a political action committee, the Association shall remit to the District the sum of \$14.00 in order to defray the costs of implementing payroll deduction for the above-purpose. This will be a single aggregate and annual cost to cover the expense within the District's business office of establishing the payroll deduction opportunity for all employees so electing.
2. In addition to the fixed annual cost referenced immediately above, the Association shall annually remit to the District the sum of \$0.50 per bargaining unit member who voluntarily elects payroll deduction for purposes of political action committee contributions.
3. The foregoing amounts shall be remitted by the Association to the District as soon as the number of Association bargaining unit members electing political action payroll deductions for a given school year has been determined, and prior to the implementation of such payroll deductions by the District.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: [Signature]

Its: PRESIDENT

Dated: 2/25, 2010

CHARLOTTE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA

By: [Signature]

Its: PRESIDENT

Dated: 2/25, 2010