

**PROFESSIONAL AGREEMENT**

**Between**

**LINDEN COMMUNITY SCHOOLS**

**and the**

**POLD GROUP**

**Paraprofessional Organization  
Of the Linden School District**

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## **ARTICLE 1 - RECOGNITION**

- A. The Board of Education of the Linden Community Schools hereinafter referred to as the "Board" or "District", recognizes the Paraprofessional Organization of /the Linden School District, hereinafter referred to as "P.O.L.D." as the exclusive bargaining representative for all paraprofessional personnel (Technology Resource Assistants; Media Center Assistants) of the Linden Community School District, whether on leave, employed or to be employed by the Board. The term "paraprofessional," when used hereinafter in this Agreement shall refer to all employees represented by P.O.L.D.

## **ARTICLE 2 - ORGANIZATION AND EMPLOYEE RIGHTS**

- A. P.O.L.D. and its members shall have the privilege of using school building facilities for meetings outside of class hours on the same basis as any other civic organization in the District, as established by District policy.
- B. Paraprofessionals shall be entitled to full rights of citizenship and no religious or political activities of any paraprofessional or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such paraprofessional. The private and personal life of any paraprofessional is not within the appropriate concern or attention of the Board. However, a paraprofessional should abstain from conduct, which adversely affects his/her relationship to the students or the discharge of his/her duties.
- C. P.O.L.D. and its members shall be permitted use of a bulletin board in each building which shall be located to the extent possible in an area not frequented by students, provided that all such information and materials is identified with the organization's or the author's name.
- D. A mailbox will be provided any paraprofessional specifically requesting one. The mailbox will be installed at a central location to be determined by the building principal.
- E. Each paraprofessional shall have the right upon request to review the contents of their personal file. An employee may request to have material placed in his/her personal file.

## **ARTICLE 3 - RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the Michigan School Code and laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights and duties, etc. shall include, but not be limited to, the right to:
  - 1. Manage and control its business, its equipment, and its operations of the entire school system.
  - 2. Continue its rights, policies and practices of assignment and direction of personnel, and schedule all the foregoing.
  - 3. Determine the services, supplies and equipment necessary to continue its operation and to determine methods and means of distributing the above.
- B. The Board shall continue to have the right to establish, modify or change any condition except those covered by the provisions of this Agreement.

#### **ARTICLE 4 - WORK YEAR, WEEK AND HOURS**

- A. Full-time employment shall be considered thirty (30) hours per week, on a regular basis.
- B. Part-time employment shall be considered less than thirty (30) hours per week.
- C. When it is necessary for a **Media Center Assistant** to be absent, the Board will provide for a paid substitute whenever feasible. The P.O.L.D. may provide a list of recommended substitutes.
- D. Paraprofessionals employed on a full-time basis may be granted extended preparation time before school begins or after school ends through their building administrator.
- E. Each paraprofessional employee may be authorized by the building administrator to work forty (40) hours per week.
- F. In-service days and parent-teacher conference days (with noon dismissal) shall be considered full-day assignments unless a building administrator requests half-day attendance. Advance notice should be given to the paraprofessional not later than the preceding day.
- G. The District will compensate each member up to four (4) hours of professional development time during the District's summer professional development schedule.

#### **ARTICLE 5 - WORKING CONDITIONS AND ASSIGNMENTS**

- A. Written job descriptions will be made available to any paraprofessional upon request from the building administrators to define responsibilities, and to facilitate the performance of the duties. The Board reserves the right to change workloads and job descriptions from time to time.
- B. In the event that a part-time paraprofessional position is created during the school year in order to fill a temporary need, substitutes may be drawn from the P.O.L.D. recommended substitute list (see Article 5-C), if they meet the qualifications as established. If this temporary position exceeds ninety (90) school days, then it will be considered a permanent P.O.L.D. position or if the position is authorized for a second school year, then the employee hired for that position will be included as a member of P.O.L.D.
- C. The Board shall make every attempt to provide:
  - 1. Every paraprofessional with lockable drawer space or a suitable substitute.
  - 2. Space for each paraprofessional to store coat, overshoes and personal articles.
- D. Paraprofessionals shall report to their building administrators any unsafe or hazardous conditions or that they are performing tasks, which endanger their health, safety or well being.
- E. Paraprofessionals leaving the building in which they work are to sign out and return at the building office.
- F. Full-time paraprofessionals shall be allowed two (2) fifteen (15) minute relief periods per day, one scheduled in the A.M. and one scheduled in the P.M., also **an unpaid** lunch period of thirty (30) minutes, but not to exceed the time allowed to students attending full-day sessions.
- G. Paraprofessionals shall give written notice to building administrators in June if they do not intend to return to work the following September, if this is possible.

- H. The Board agrees to reimburse the necessary funds for paraprofessionals who attend a selected professional conference. Travel, meals, lodging and registration shall be deemed as appropriate expenses of the conference. Up to \$200.00 per conference shall be paid by the Board. No more than \$200.00 of appropriate expenses shall be granted per school year per employee.
- I. P.O.L.D. recommends that each paraprofessional possess abilities, skills and knowledge that will facilitate maximum proficiency in the area of technical assistant.

**ARTICLE 6 - VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever a vacancy, promotion or transfer occurs within the Linden School District that requires the services of a paraprofessional the Board, or representative thereof, shall post notice of such for at least five (5) working days on each building paraprofessional bulletin board listing job description, requirements, background, attainments, skills, length of time in the school system and/or any other relevant factors. A posted vacancy shall be filled with dispatch after the expiration of the posting unless the District chooses to eliminate the position.
- B. Whenever a P.O.L.D. vacancy occurs, the Office of Personnel shall notify the Association President. .
- C. Any paraprofessional employed, on leave, or considered for employment may apply. The most senior qualified applicant will be appointed.
- D. The Board reserves the right to hire new employees or re-hire previous employed paraprofessionals on layoff when new programs or special projects are established which require the services of a paraprofessional.
- E. Any paraprofessional approved by the building administrator for change of classification shall be transferred as soon as practical after being appointed to the position. This change in position shall include a trial period of twenty (20) workdays. Continuation in this transferred position will depend upon satisfactory evaluation by the building administrator; however, the employee may exercise the option to return to the former position. Provision for employment of the temporary individual displaced in this transfer process shall be considered by the Board.

**ARTICLE 7 - REDUCTION IN PERSONNEL**

- A. Paraprofessionals understand that it may be economically necessary to reduce the staff when funds are not available. When the Board makes any necessary reduction in paraprofessional personnel, it will discuss with P.O.L.D. the necessity for, and effects of such a reduction, prior to notification of individual paraprofessionals considered for the layoff.
- B. It is expressly understood that P.O.L.D. shall have the right to review the layoff list prior to action by the Board.
- C. Any paraprofessional whose services are terminated because of reduction of staff shall be notified at least two (2) weeks in advance of this termination, in writing.
- D. As soon as financially feasible, paraprofessionals shall be recalled to their former positions in inverse order of layoff.

Refusal of a laid-off employee to do substitute work will not effect the employee's status for recall.

- E. The following layoff procedure shall be used:

1. Provided the employees are qualified, the most senior employee in classification (defined as Computer/Library Technician or Info-Center Coordinator) will be retained.
2. Any paraprofessional who is to be laid off, or one that is on layoff, may sign for any posting that occurs at that time. Those people should contact the P.O.L.D. President to find what is available.
3. Insurance benefits may be elected to be paid by the paraprofessional during layoff subject to the provisions set forth in the insurance policy.
4. Paraprofessionals shall be recalled in inverse order of layoff, according to seniority within classification.
5. The recall list shall be maintained by the Board for a period not to exceed two (2) years from the effective date of lay-off.

### **ARTICLE 8 - PAID LEAVE**

#### **A.**

1. All paraprofessionals working twenty-five (25) hours or more per week on a regular basis will be credited with a ten (10) day sick leave allowance to be used for absences caused by personal illness or illness of a member of the immediate family or quarantine. A paraprofessional will notify his/her building administrator if additional time off without pay is needed. The Board will consider requests for reasonable lengths of time.
2. The building administrator may require a doctor's statement.
3. Three paid bereavement absence days per year, shall be allowed for loss of a member(s) of the immediate family as defined in this Agreement. Additional time is available upon request; however, a paraprofessional shall use sick days for this additional time.
4. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, father-in-law and mother-in-law.
5. At the end of each school year, an assistant shall be compensated at the rate of 20% of the daily wage for a maximum of ten (10) days unused over eighty (80) work days. There shall be no maximum on accumulated sick days.
6. All paraprofessionals working less than thirty (30) hours per week on a regular basis will be credited with a one day sick leave allowance for each month of service, pro-rated and subject to the conditions above.

B. All employees shall report absences due to sickness to the Board through their building administrator or designee no later than 7:00 a.m. on the day of their absence.

C. An employee will be paid for up to **six (6)** days cancelled due to weather conditions. After the first **six (6)** days, employees will be paid when days are re-scheduled. If current law is changed, it is agreed that both parties will conform.

D. At the beginning of every school year, each paraprofessional shall be provided with four (4) personal leave days to be used for personal business. A personal leave day is defined as one which includes activities which cannot be conducted at any time other than during the school day and must be related to a personal need, duty or obligation in which economic gain or personal risk is ordinarily involved. A paraprofessional planning to use a personal leave day shall notify the building administrator at least one (1) day in advance, except in the case of emergency. The paraprofessional may be asked to explain the reason for any personal leave requested. Personal leave days may

not be taken before or after holidays, without permission of the Superintendent. Unused personal business days will be added to the paraprofessional's sick leave accumulations at the end of the fiscal year.

- E. In case of verified abuse, a paraprofessional will be subject to formal reprimand in writing by the administration for inclusion into the paraprofessional's personal file.
- F. Leaves of absence with pay shall be granted for the following purpose and upon the following conditions. These leaves of absence shall not be charged to the employee's sick and personal leave.
  - 1. Jury Duty and Court Services
    - a. When an employee is called for jury service, he/she shall, give his/her building administrator proper notice. Employees will be paid the difference between any jury duty compensation received (excluding travel expenses) and the regular wages for those days served. There will be no loss in contract benefits during the period of jury duty.
    - b. When an employee is subpoenaed in a court action involving the Board or arising out of his/her employment, the paraprofessional employee shall be given leave of absence with full pay for the time required for such court appearance.
  - 2. Employment-related leaves of, absence requested by the paraprofessional or the building administrator shall be subject to the approval by the Board.

#### **ARTICLE 9 - UNPAID LEAVES**

- A. Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to leaves for study, health and personal reasons.
  - 1. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Board at least thirty (30) calendar days prior to the beginning of the period for which the leave is requested. The Board shall reply within ten (10) days of receipt of this request.
  - 2. Leaves of absence may be granted for periods of up to one (1) school year. Leaves may be extended upon approval by the Board.
  - 3. An employee on leave for at least six (6) months shall be required to notify the building administrator in writing by May 1st, prior to the expiration of leave; whether he/she desires to return to employment or to extend his/her leave.
  - 4. Leaves of absences for personal reasons may be granted without pay by the Board or Superintendent or upon written request by the paraprofessional employee subject to the approval of the building administrator to include sudden or serious illness of a member or members of the immediate family or any circumstances involving family responsibilities that require the paraprofessional to be absent for an extended time after sick or personal leave has been expended.
  - 5. Employees may not accumulate or use sick and personal leaves during a leave of absence, sick and personal leave accumulation previous to a leave of absence shall be credited fully upon return to service.
  - 6. After one year of service, a childcare leave shall be granted without pay. A paraprofessional may continue service provided a doctor's monthly statement of her condition approves of this continuance. Until a medical report of the employee's physical fitness to return to work has been submitted, that employee shall not be reinstated.

7. Upon returning from a leave of absence, paraprofessionals shall be given consideration for employment in a position for which they are qualified.
8. An employee granted a personal leave of absence up to a maximum of thirty (30) working days shall have his/her position filled by someone within the classification, or if an employee cannot be obtained, a substitute may be hired. The employee on leave shall be entitled to return to his/her position upon expiration of such thirty (30) working days. However, seniority shall not accumulate during such leave.

### **ARTICLE 10 - PAID HOLIDAYS**

Each paraprofessional shall be entitled to nine (9) paid holidays per school year provided the paraprofessional works the regularly scheduled work day before and after the following. The paid holidays will be Labor Day, Thanksgiving, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day. Martin Luther King Day is an optional work day. Employees choosing not to work will not be paid for this day. Employees choosing to work must notify their building principal in writing one week prior to this date.

### **ARTICLE 11 - EVALUATION**

- A. The paraprofessional who has worked for more than thirty (30) workdays shall be evaluated at least once in writing by the building administrator, who is most familiar with the duties and performance of the paraprofessional.
- B. A copy of the written evaluation shall be submitted to the paraprofessional. A copy of each written evaluation shall be furnished to the paraprofessional for his/her personal record. A copy of the evaluation shall be placed in the employee's personal file. A paraprofessional's signature denotes that he/she has seen the evaluation. The signature does not necessarily mean that the paraprofessional agrees with the contents of the evaluation.

### **ARTICLE 12 - STUDENT DISCIPLINE AND PARAPROFESSIONAL PROTECTION**

- A. The paraprofessional shall be responsible for the control and supervision of students in the assigned working area. Any necessary discipline resulting from a control or supervision situation will be handled by the classroom teacher or the building principal, upon the referral of the paraprofessional. It will be the responsibility of the paraprofessional to notify both the classroom teacher and the building principal so immediate action may be taken.
- B. It is expressly understood that the paraprofessional shall have, as an employee of the Linden Community Schools, liability protection that shall mean, if while in the pursuit of their employment it becomes necessary, the Board will provide full coverage of all the benefits afforded in the liability insurance policy for employees of the Linden Community Schools.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. Any matter for which there is a remedial forum established by law, shall not be subject to the grievance procedure set forth herein (i.e. EEOC, MERC, etc.).
- B. The purpose of the following grievance shall be to settle equitably, at the lowest possible administrative level, issues, which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this



Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- C. Nothing herein contained shall be construed to prevent any individual paraprofessional of the Linden School District from presenting a grievance and having the grievance adjusted. Any paraprofessional of the Linden School District may be represented by a representative of P.O.L.D.
- D. The numbers of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended, however, by mutual consent in writing.

Level 1: A paraprofessional having a grievance shall take up the matter with his/her building administrator who shall attempt to adjust the matter. The administrator shall give his decision in writing to the employee within five (5) working days.

- a. For administrative convenience, the Board may cause complaints which may be subject of grievance under this article first to be presented to an assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.
- b. Written grievances shall be submitted to the building principal or immediate supervisor, whichever is appropriate, through the P.O.L.D. representative. The grievance shall name and be signed by the employee involved and shall contain a statement of facts upon which the grievance is based.

Level 2: If the grievance is not resolved at Level 1, P.O.L.D. shall notify the Superintendent, in writing, within five (5) days if it intends to process the grievance to Level 2.

The Superintendent, or his/her designee, will provide a written decision within ten (10) days of receipt of those grievances processed to Level 2.

Level 3: Unresolved grievances may be appealed to the Board of Education within five (5) days. Response by the Board will be made within five (5) days following a hearing on the grievances as a scheduled agenda item. If the decision of the Board is not satisfactory to P.O.L.D., the grievance may be submitted to arbitration before an impartial Arbitration Board selected, as herein set forth:

- a. A representative selected by the Board.
- b. A representative selected by the P.O.L.D.
- c. A representative mutually agreed upon by both parties.

- E. The rules of the American Arbitration Association shall govern the arbitration proceedings. The Board and P.O.L.D. 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 Arbitration Board shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the

award. Both parties agree that expenses incurred in the conduct of an arbitration hearing shall be shared mutually; except that each party is individually responsible for the expenses of witnesses, which are called to testify on behalf of that party.

- F. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. The grievance procedure, herein outlined, affords the sole and exclusive remedy for complaints and grievances under the Agreement.

#### **ARTICLE 14 - DISCHARGE AND DISCIPLINE**

- A. The Board agrees upon the discharge or discipline of any employee to notify in writing P.O.L.D. of the discharge or discipline.
- B. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the representative of P.O.L.D. and the Board will make available an area where he/she may do so before he/she is required to leave the property of the Board. Upon request, the Board or his/her designated representative will discuss the discharge or discipline with the employee and the P.O.L.D. representative.
- C. Should the discharge or disciplined employee or the P.O.L.D. representative consider the discharge to be improper, a complaint shall be presented in writing through the P.O.L.D. representative to the Board within five (5) regularly scheduled working days of the discharge or discipline. The Board will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to P.O.L.D.~ the matter shall be referred to Level 2 of the grievance procedure.
- D. In imposing discipline on a prior charge the Board will not count more than two (2) years previous, and will not count reprimands not involving suspension which occurred more than ten (10) months previously, and which did not involve the same infraction, nor will discipline be imposed for errors or mistakes on employee applications after two (2) years. Any employee who has attained the status of seniority employee shall be reprimanded, suspended or discharged for proper cause only. Any such action against a seniority employee may be the subject of the grievance procedure.
- E. Any paraprofessional absent for two (2) consecutive workdays and who fails to make a report of absence shall be subject to formal reprimand in writing by the building administrator.

#### **ARTICLE 15 - SENIORITY**

- A. New employees hired in the unit shall be considered as probationary employees for the first year and are subject to discharge at the Board's discretion.
- B. P.O.L.D. 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.
- C. Seniority shall be on a bargaining unit basis in accordance with the employee's last date of hire within the bargaining unit.

#### **ARTICLE 16 - MISCELLANEOUS PROCEDURES**

- A. Any case of assault upon a paraprofessional due to school related incident shall be promptly reported to the designated representative of the Board.

- B. If positions, without educational requirements become available, members of the P.O.L.D. shall be considered.
- C. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, 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 force and effect.

**ARTICLE 17 - INSURANCE BENEFITS**

- A. Employees regularly scheduled to work twenty-five (25) or more hours per week will be entitled to premium payments toward the following:
  - 1. Group Life Insurance: The Board shall provide, without cost to each full-time paraprofessional, Group Life Insurance protection, which shall pay to the employee's designated beneficiary the sum of \$20,000.00. Conversion rights will be afforded according to company regulations.
  - 2. **The Board shall provide, without cost to each paraprofessional, a 60% long-term disability (LTD) income policy. The LTD shall commence after sixty (60) calendar days. The Board may choose to self-insure for the period from 60 to 90 days of disability.**
  - 3. Paraprofessionals will have \$175.00 per month (one hundred seventy five dollars) available to apply toward annuities.
- B. The insurance underwriters will be selected by the Board.

**ARTICLE 18 - DURATION AND NEGOTIATIONS PROCEDURES**

- A. The Board agrees not to negotiate with any paraprofessional organization or individual paraprofessionals with regard to the terms of the Agreement other than P.O.L.D. for the duration of this agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Each party may select its representatives from within or without the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations to reach tentative agreement subject to ratification.
- C. Between April 1st and 15th, of the year this Agreement expires, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- D. Copies of the Agreement titled "Master Agreement between the Linden School District and the Paraprofessional Organization of the Linden School District" shall be printed within sixty (60) days after the Agreement is signed and presented to all paraprofessionals now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish ten (10) copies of the Agreement to P.O.L.D. for its use.
- E. This Agreement shall be in effect as of the first day of September, 2010, and continue in full force and effect for five (5) years, through the 31st day of August, 2015.

The representative of both parties affix their signature below, thus indicating approval of this Master Contract and its conditions, through the 31st day of August, 2015.

ARTICLE 19 - LONGEVITY

Beginning with her/his tenth (10th) year of employment in the bargaining unit, each employee shall receive in the first pay in December as listed below:

10 years	\$400.00
15 years	\$600.00
20 years	\$800.00

In order to begin receiving longevity in December, 1999, an employee must have completed nine years of service prior to November 30, 1999.

If an employee was on an unpaid leave of absence for more than fifty percent (50%) of the employee's employment year, that year will not count toward service credit in calculating years of service to receive longevity.

LINDEN BOARD OF EDUCATION

PARAPROFESSIONAL ORGANIZATION OF  
THE LINDEN COMMUNITY SCHOOLS

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\_\_\_\_\_  
  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX A

Wage Scale

<u>Step</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1	10.30	10.38	10.48
2	10.92	11.00	11.11
3	11.55	11.64	11.76
4	12.16	12.25	12.37
5	12.77	12.87	13.00
6	13.42	13.52	13.66
7	14.03	14.14	14.28

- A. New employees with no previous experience will be placed on step 1 during their first year (school) of employment. Employees will be placed on step 2 at the beginning of their second year of employment as long as the previous school year they were employed for at least ninety (90) days or one semester and worked 95% of the days they were employed. All other employees will receive one-year experience increment for each school year employed.
- B. After twenty (20) consecutive working days in a single assignment, substitute aides shall be paid at the hourly rate of a Step 1 paraprofessional.
- C. Paraprofessionals shall file a written notice of the intention to resign at least two (2) weeks prior to the effective date thereof with the building administrator.
- D. Paraprofessional employees shall be members of the Michigan Public School Employee's Retirement System. Further explanation, information and provisions of the Michigan Public School Employee's Retirement Law may be obtained from the Business Office.
- E. Employees entering the bargaining unit after December 1, 1995 will not be eligible for advancement beyond Step 7.