

**AGREEMENT  
BETWEEN**

**BOARD OF EDUCATION  
OF THE  
NORTHVIEW PUBLIC SCHOOLS**

**AND**

**PARAPROFESSIONALS' ASSOCIATION  
EMPLOYMENT CONTRACT AGREEMENT**

**JULY 1, 2009– JUNE 30, 2013**

Northview Public Schools  
Paraprofessionals' Association

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Northview Public Schools  
Employment Regulations  
Paraprofessionals' Association

The employee benefits and job conditions which are described in this policy statement are set by the Board of Education to reward you for the skill, effort and experience that you apply to your job. These benefits and regulations represent the combined thinking of the Board, the Administrative Staff, and many of the employees who have expressed themselves on this matter. Any questions which arise can be handled promptly and fairly, provided you make them known to your Supervisor or the Superintendent or designee. We are always willing to discuss and give consideration to your questions and any suggestions that you might have.

The benefit levels established by this document will remain in effect until June 30, 2013. Any changes after that date will be discussed in advance with you.

**Agreement**

This Agreement was made and entered into this 11th day of June between the Board of Education of Northview Public Schools and the Northview Paraprofessionals' Association.

**Article I - Employment Coverage**

The Board recognizes the Northview Paraprofessionals' Association as representative of all paraprofessionals employed by the Northview Public Schools, excluding substitutes and all other employees.

School Year, Regular Part Time and Part Time Employees:

1. School year—Employees working 35 hours or more per week for at least a school year or more.
2. Regular Part time Employees working at least 20 hours but less than 35 hours per week.
3. Part Time: All other employees.

**Article II - Employee Rights**

**Section 1**

The Board of Education recognizes these employees for the purposes of improving communications between employees and representatives of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for any desired meetings provided arrangements have been made in advance with the administration. The Association and its members may schedule meetings in school buildings through the regular Building Use Form.

## **Section 2**

For the purpose of reviewing employee suggestions and complaints under the procedure provided in Article XVI hereof and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Northview Public School Board of Education recognizes representatives of the covered employee group.

## **Section 3**

. With the approval of the Superintendent or designee, one meeting of up to two (2) hours may be held during normal working hours provided it is not a day of student instruction.

## **Article III - Board Rights**

1. Nothing contained herein shall be considered to deny or restrict the Board of it's rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
  - a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  - b. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business of hours or days.
  - c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
  - d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
  - e. Adopt reasonable rules and regulations.
  - f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion; and promote and transfer all such employees.
  - g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or

- subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  - i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  - j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  - k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
  - l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

## **Article IV - Seniority**

### **Section 1**

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. All new employees shall be considered probationary until they have worked for the Board for sixty (60) work days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire. All employees are considered at will employees.

### **Section 2**

In all promotions to positions within the Paraprofessionals as well as in all layoffs and recalls, the seniority of employees within the group shall be considered along with skill and ability of the employees concerned. Provided skill and ability of employees as determined by the Board of Education are relatively equal, seniority shall govern.

### **Section 3**

Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged; or she/he fails to report after a leave of absence.

### **Section 4**

1. If a layoff occurs for any reason, and newly hired probationary employees are employed in the classification affected, they shall be the first to be laid off.
2. Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board:
  - a) Skill and ability
  - b) Experience and qualification
  - c) Prior job performance
  - d) Seniority

If a more senior employee is laid off, the employee and the Association will be notified of the reason for retaining a less senior employee.

3. Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.
4. A recall list shall be maintained by the Board for a period not to exceed two (2) years.

## **Article V - Work Year and Hours**

### **Section 1. Work Year.**

The normal work year will be all regular teacher work days, (student and non-student) excluding evening conference periods. . Non-student, staff report days are to be worked if the employee chooses. Work conducted is to be directed by the Building Administrator or designee.

### **Section 2. Working Hours.**

The normal working hours shall be assigned by the immediate Supervisor.

### **Section 3. Staff Meetings.**

Each regular employee may be required to attend staff meetings as part of their regular assignment. If an employee is required to attend such meetings they will be paid their hourly rate for their time in attendance.

## **Article VI - Conditions of Employment**

### **Section 1. Health**

Each new employee before taking up her/his duties for the school district must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Superintendent or designee.

Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

### **Section 2. Course Reimbursement**

The District will reimburse each employee up to \$100 per class for any class the District requests an employee to take.

## **Article VII - Evaluations**

Each employee shall be evaluated:

1. Twice during the first year of employment. (On or before January 1 and May 1).
2. At least once during each succeeding year. (On or before May 1).

The evaluations shall be in writing and shall be performed only by the Building Principal and/or Administrative Supervisor. No teacher shall give an evaluation of an employee covered by this contract.

The evaluation shall be reviewed with employee with a counter signature indicating having reviewed the evaluation.

Each employee may attach her/his comments to the evaluation before transmittal to the Administration office on May 4

## **Article VIII - Retirement**

### **Section 1**

The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

### **Section 2**

After ten (10) years of continuous employment a school-year or regular part-time employee working at least four (4) hours per day who reaches the age of retirement to qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, the Board shall pay the employee for each day of accumulated unused ETO at the following rate: **\$15.00 per day**. Employees who change classifications and have an ETO balance at the date of retirement shall be paid out for remaining days at the negotiated rate.

## **Article IX – Leaves With Pay**

### **Section 1.- Earned Time Off (ETO)**

School year and regular part time employees shall be allowed to accumulate Earned Time Off (ETO), beginning the first school year after their probationary period is concluded, at the rate of two(2) days per month, excluding July and August, for a total of twenty (20) days in any one year.

Part-Time employees working more than fifteen (15) hours per week shall be allowed to accumulate Earned Time Off (ETO), beginning the first school year after their probationary period is concluded, at the rate of one (1) day per month, excluding July and August, for a total of ten (10) days in any one year.

First year employees, at the conclusion of their probationary period, shall accumulate fifty percent (50%) of the above stated allowances for one calendar year.

An employee who desires to use and ETO day must notify the Supervisor and request a substitute, if needed, through Central Office as soon as possible and in no case later than 7:00 am on the day of the absence.

One ETO day per year may be used immediately before or immediately after a holiday, a break period, or the first or last day of the school year.

## **Section 2 – Conversion of ETO**

If a part-time employee moves to school year status, their accumulated sick days will be converted to school year equivalent days.

Example: 100 days accumulated at four (4) hours per day convert to 67 days at 6 hours

## **Section 3 – ETO Accumulation**

The accumulation of ETO will begin after the probationary period is concluded. (All annual benefits will be prorated for the first year due to the probationary period.)

ETO will accumulate based on actual hours worked.

The maximum number of ETO days allowed to accumulate shall be one hundred-sixty (160). All accumulated ETO shall terminate when the employee leaves the employment of the district prior to retirement. Employees retiring from the district will receive compensation for unused ETO days as specified in Article VII-Retirement. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

## **Section 4 – Bereavement Leave**

Absence without loss of salary for up to seven (7) days per year shall be allowed. The first seven (7) days will not be charged to the accumulated ETO leave. Any days absent in excess of seven days will be charged to the accumulated ETO days. If ETO days are not available any approved days off will be without pay. Any additional time needed will be at the approval of the Superintendent or designee.

## **Section 5. Other.**

No more than one time during the year may ETO days be linked together, or with no pay days, to achieve a leave consisting of five (5) consecutive weekdays.. Planned absences of three or more consecutive days must be pre-approved by the Assistant Superintendent or designee.. If an absence of more than two days is not pre-approved, that time may be considered a Leave Without Pay and/or may result in disciplinary action.

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Superintendent or designee. The offense may constitute grounds for dismissal.

## **Section 6.**

Employees will be paid when school is canceled for snow day(s) or other "Acts of God" unless the day(s) are required to be rescheduled to meet the State requirement for days and hours of instruction.



**Section 7.**

The board will pay the difference between regular compensation loss and jury duty pay received from the court by an employee required to serve as a juror during regularly assigned working time. Process:

1. Employees will be paid their regular rate of pay during this period.
2. Jury payment checks must be endorsed to the school district.

**Article X – Leaves Without Pay**

**Section 1**

Employees may, at the discretion of the Superintendent or designee, be granted a leave of absence without pay.

**Section 2**

Requests for leave without pay shall be in writing and shall be signed by the employee and given to the immediate Supervisor. Such requests shall state the reasons' for the leave. Approval or disapproval shall be given to the employee in writing.

**Section 3**

Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

**Section 4**

Leaves of absence will not be granted for vacation periods and purposes or for the extension of school vacation periods or holidays, except by express written approval of the Superintendent or designee. The offense may constitute grounds for dismissal.

**Article XI -Workers' Compensation**

**Section 1**

An employee injured on the job, shall report such injury at once to the Central Office and building principal. All reports must be filed at the Central Office no later than two (2) days after the incident has occurred.

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Workers' Compensation law.

**Section 2**

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XV - Insurance, through the end of the fiscal year in which the injury occurs.

## **Article XII – Holidays**

### **Section 1**

The following conditions shall be met in order to obtain holidays with pay:

1. The employee has completed the last scheduled work day, for her/his classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commences work at the scheduled time on the next regularly scheduled work day after the holiday.
2. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement one (1) shall not apply.

### **Section 2**

Each School year or Regular Part-Time employee shall be entitled to one (1) day's pay for each of the following holidays:

Wednesday before Thanksgiving (If school is not in session for staff and students)

Thanksgiving Day

Christmas Day

Friday after Thanksgiving

New Year's Day

Christmas Eve Day

Memorial Day

Each Part Time employee working 15 hours or more per week will be entitled to one (1) day's pay for each of the following holidays:

Thanksgiving Day

New Year's Day

Friday after Thanksgiving

Part Time employees working between ten (10) and fifteen (15) hours per week will receive pay for Christmas Day based on their regular hours worked.

Holiday pay, if applicable will be granted during the probationary period.

## **Article XIII - Insurance**

### **Section 1**

The Board will offer a comprehensive single subscriber health insurance plan for eligible employees. Insurance Co-pay: Staff contributions towards benefits will be 10% of the cost. (Single, Double, or Full family

OR

She/he may elect a single or full family dental program selected by the Board, a single or full family optical insurance program selected by the Board, and a \$5,000 Group Basic Term Life Policy.

OR

Up to \$140 per month (12 months). School year employees who elect health insurance will contribute 10% of the cost.

### **Section 2**

Regular Part-Time employees may elect a single or full family optical insurance program selected by the Board and a \$5,000 Group Basic Term Life policy.

AND

\$25.00 per month (12 months.)

### **Section 3**

Such contributions shall begin, in the case of new employees; at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1 unless a qualifying event occurs as defined by the policy.

### **Section 4**

Coverage will terminate at the end of the month in which the employee leaves the School District.

## **Article XIV - Procedure for Suggestions and Complaints**

### **Section 1**

Any employee may discuss a suggestion or complaint with her/his immediate Supervisor/Principal at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

### **Section 2**

If a suggestion or complaint is not satisfactorily handled in this manner or if an employee feels that a suggestion she/he has made is not adequately credited, she/he is encouraged to reduce the matter to writing no later than the fifth working day following the discussion with her/his Supervisor/Principal. A copy of this writing shall be given to the Supervisor/Principal and a copy to the representative designated by the Northview Paraprofessional Association.

### **Section 3**

If the matter is still pending for five (5) working days following receipt of this writing by the Supervisor/Principal the latter will arrange for a meeting with the employee and a representative designated by said Association, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Supervisor/Principal's receipt of the written communication.

The Supervisor/Principal shall render her/his written disposition of the matter following the meeting. She/He shall give a copy of her/his disposition to the employee and the representative.

**Section 4**

If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Superintendent or designee of Northview Public Schools no later than the fifth working day following the date of this disposition specified in Section 3. Time is considered an important factor in this procedure.

After a full investigation of the matter and discussion of it with the employee involved, and in no event later than the end of the fifth working day following receipt of the appeal by the Superintendent or designee, she/he shall give her/his written disposition of it.

**Section 5**

If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Northview Superintendent and thence to the Board of Education for further review provided the employee acts promptly and continues to pursue her/his rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, and to present any employee witnesses necessary to a full presentation of her/his suggestion or complaint.

**Article XV - Longevity**

School year employees, and regular part-time employees beginning with the seventh (7<sup>th</sup>) year of employment, shall receive longevity pay per the following schedule.

	<b>2009-2013</b>
7 years	\$249.00
12 years	\$352.00
17 years	\$422.00
22 years	\$493.00

Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in a lump sum in the last regular pay in June beginning with the seventh year.

## **Article XVI - Duration**

### **Section 1**

This contract shall become effective July 1, 2009, and remain in full force and effect until June 30, 2013.

### **Section 2**

On or before May 1, 2013, the Board of Education agrees to meet with representatives of the Northview Paraprofessionals' Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the employees in the unit covered, has been proposed by the Board of Education. Representatives of the Association shall not exceed three (3) in number.

BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS

PARAPROFESSIONALS' ASSOCIATION  
NORTHVIEW PUBLIC SCHOOLS

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Craig McCarthy  
Negotiator

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Kathy Skudre  
Association Member

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Lyn Peterman  
Negotiator

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Frank Russo  
Association Member

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Doug S. LaFleur  
Secretary, Board of Education

## Supplemental A - Salary Schedules

	2009-2010	2010-2011	2011-2012
	*Steps Frozen		Open for salary
Step 1	9.86	9.86	Negotiations
Step 2	10.18	10.18	only
Step 3	10.57	10.57	
Step 4	11.16	11.16	
Step 5	11.73	11.73	
Step 6	12.32	12.32	
Step 7	12.73	12.73	
Step 8	13.37	13.37	
Step 9	13.89	13.89	
Step 10	14.43	14.43	

New employees will be placed on Step 3, or lower, depending on prior experience and/or educational preparation.

- An off salary schedule payment in the amount of 2.5% will be made to each paraprofessional on September 11, 2009, based on the spreadsheet provided on May 26, 2009.

2.5% off schedule or 0% on Base, advance steps if available, and 1% payment to an annuity 403 (b) upon retirement/severance.

For 2011-12

Wage and Step freeze (including longevity)

For 2012-2013

Wage and Step freeze (including longevity)

Open financial conditions of the contract if SAF base funding improves in year two of the contract. (Increasing above (\$6,846)