

CHARLOTTE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION
And
CHARLOTTE PARAPROFESSIONAL ASSOCIATION, MEA/NEA
JULY 1, 2020 – JUNE 30, 2021

This Agreement entered into this ___ day of August, 2020, by and between the Board of Education of the Charlotte School District, Charlotte, Michigan, hereinafter called the "Board" and the Charlotte Paraprofessional Association, MEA/NEA, 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 - Payroll Deductions

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 consistent with State law.

Article 3 - Negotiation Procedure

- A. A paraprofessional engaged during his/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 or 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.

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

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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 parties hereby recognize 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, and the right not to do so. The parties undertake and agree that they will not directly or indirectly encourage or 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 they will not discriminate against any paraprofessional with respect to hours, wages, terms, or conditions of employment by reason of his/her membership or non-membership in the Association of collective negotiations with the Board, or his/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 of the local Association 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 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 his/her own personnel file within normal hours. 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

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paraprofessional for response to any and all materials that are kept in the file within ten (10) days of the materials being provided to the employee, and responses shall be limited to five (5) sheets of 8 ½" by 11" paper.

The District recognizes its responsibility to protect the privacy rights of its employees, consistent with State and Federal law as well as its obligation to comply with the law. All such documents and records shall be stored at the Personnel Office or by means of secured electronic storage 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

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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 ten (10) 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

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absent under this provision 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
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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.

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B. Filling Vacancies

1. All vacancies shall be posted for at least five (5) working days on the bulletin board in each school building, on the District's website, emailed and sent via postal mail to employees upon request. A copy of the general job description and task list shall be available from Personnel. All posted vacancies must be applied for on AppliTrack, by the last day of the posting period. He/She may apply by providing an electronic cover letter and resume. If granted the position, then an application via AppliTrack will be completed and submitted in a timely basis. Access to technology to complete the application process will be provided if requested within a reasonable time.

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

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

"Qualifications" will include record of past performance in the last three (3) years; job related experience, certification, 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. Qualified internal applicants as defined above and based on job description 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 the bargaining unit.

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.

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

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

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 appraised 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. Paraprofessionals will be evaluated at least once per year. The Paraprofessional will have the opportunity to discuss and establish written goals.
- 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.

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- 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

3. Media 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.

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- 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. Working days is defined as days the Central Office is open.**
- 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 in the same classification.**

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 he/she desires to bump.

- G. Paraprofessionals wishing to exercise the option to bump, as described above, must notify Personnel, in writing, no later than three (3) working days after the notice of reduction of hours or layoff occurs or within three (3) working days of being bumped. Failure to notify Personnel within the three (3) 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 within the employees' classification and 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 in the former classification and 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 his/her last address on file with the Personnel Office. Such notice shall be issued at least five (5) days prior to

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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 two (2) years.

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 Media 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 one hundred fifty (150) 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, he/she may be disciplined or dismissed by the Employer during this period without recourse to the grievance procedure in Article 11.
- D. 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 trial 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

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trial period, the employee's work performance is unsatisfactory, he/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 his/her trial period for reasons related to performance which are unrelated to the change in job classification. During the thirty (30) working day trial 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.

Trial employees who are absent for any reason during their trial period shall work additional days equal to the number of days absent and such paraprofessional shall have not completed his/her trial period until these additional days have been worked.

- E. The probationary period shall not include vacation days (i.e. Christmas break, Spring break, summer recess), but shall include Sick Leave/PMLA Leave if eligible.

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.

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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 he/she has a basis for a grievance, he/she shall first discuss it with the 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 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 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 may refer it in writing to the Michigan Employment Relations Commission for mediation. The mediation must be held within 45 days.
6. **Step Four** - If the grievance remains unresolved at the conclusion of Step Three, the Association may refer it in writing to the Board of Education within five (5) days after the receipt of the decision at Step Three. The Board shall hold a hearing on the grievance within ten (10) days or designate one (1) or more of its members

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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).

7. Step Five - If the grievance remains unresolved at the conclusion of Step Four, it may be submitted for binding arbitration at the request of the Association, 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 Four. 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 arbitration shall be conducted in compliance with the Michigan Uniform Arbitration Act, Act 371 of 2012.

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.

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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 or unless work is being performed remotely, at the District's discretion.
- 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, or unless work is being performed remotely at the District's discretion.
- D. For the 2020-2021 school year, paraprofessionals shall complete 23 hours of professional development and shall receive their regular rate of pay for hours attended. The times and topics of professional development shall be mutually agreed upon. Staff shall be notified of the time, location and topic of the professional development session at least one week in advance of the session.
- 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. 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.
- G. 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 appropriate social work or law enforcement and appropriate MTSS authorities regarding such assaults. Where allowed by

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law, the paraprofessional will be advised of an appropriate MTSS outcome. Time lost in connection with law enforcement or judicial proceedings against the student shall not be charged against the employee.

- H. 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.
- I. If, in the performance of regular or assigned duties, a paraprofessional without negligence on his/her part shall suffer damage to his/her 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.
- J.
 - 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.

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Article 14 - Compensation

A. Salary Schedule - Hourly Rate

2020-2021			
STEP			
1			\$10.00
2			\$10.22
3			\$10.32
4			\$11.18
5			\$11.39
6			\$11.56
7			\$11.76
8			\$11.99
9			\$12.19
10			\$12.39
11			\$12.59
12-15	\$13.00/hour + \$250 off schedule longevity payment		
16-19	\$13.00/hour + \$500 off schedule longevity payment		
20+	\$13.00/hour + \$750 off schedule longevity payment		
No step advancement will be given during 2020-2021 school year, except either party may reopen the contract to negotiate wages only on or after November 1, 2020.			
\$1.00 additional per hour for student personal care regular assignment.			

Special Education Paraprofessionals shall receive initial placement at Step 2.

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. Retirement Fund contribution, except MIP employee contributions, shall be paid by the Board, as defined by the Michigan Public School Employees Retirement System
- C. 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; however, if school is open remotely staff may be requested to report to work or work remotely by their

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administrator. Failure to do so may result in disciplinary action- 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, up to three (3) days. Employees shall work on any rescheduled days at their normal rate of compensation.

D. Paid Holidays:

Memorial Day

Labor Day (if school is not in session)

Thanksgiving

Day after Christmas Day

Day after Thanksgiving

New Year's Eve Day

Day before Christmas

New Year's Day

Christmas Day

- E.** 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.

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.

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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 and benefits (unless provided for by FMLA) for the purposes of caring for an immediate family member with a serious health condition or disability, or other reasons provided by law.

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 may 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 may be granted a study leave for a period of up to one (1) year. The request

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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 or equivalent position. .

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.

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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. The employee will reimburse the district for insurance premiums paid by the district if the employee does not return to work on his/her own volition. Eligible paid leave time shall count toward FMLA. The leave year shall be calculated using a rolling back year method except for military care giving, which by law must be rolling forward.

- H. 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

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1. **Sick Leave/PMLA 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. In accordance with the Michigan Paid Medical Leave Act (“PMLA”), eligible bargaining unit members may use up to 40 hours of this Sick Leave each year for any condition or circumstance covered by PMLA. To be eligible, a bargaining unit member must be employed at least 25 weeks in a calendar year. This leave runs concurrent with other applicable leave, such as FMLA leave.

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

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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.
- 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. The Employer shall provide an attendance incentive for paraprofessionals as follows:
 - 0 day absence per year - \$500.00
 - 1 day absence per year - \$400.00
 - 2 day absence per year - \$200.00
 - 3 day absence per year - \$150.00.
 - Any absence more than three (3) total per year - \$0.00.Perfect attendance shall be defined as no absence other than district initiated professional development/meetings, personal business day as outlined in Article 15.1.4, or court ordered absences such as jury duty. Any absence is considered 1 absence.
- g. Unpaid or “dock days” are not authorized for purposes other than those specified for leaves as provided by the contract, absent Superintendent approval.

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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 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. The days should be consecutive unless prior approval is received from the building principal.

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 he/she becomes eligible for Workers' Compensation benefits:
 - a. The paraprofessional may utilize her accumulated sick leave for each day absent provided that he/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.)

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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 (from 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.

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Article 16 - Resignation

- A. Any paraprofessional desiring to resign shall file a letter of resignation with his/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.
 - 2. 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.

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- B. For paraprofessionals employed thirty (30) hours or more per week the District will pay an amount not to exceed \$545.00 per month for health plan medical benefit costs.
- 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. Employee contributions toward insurance premiums for the summer months shall be paid on or before June 1. The failure to make such payments shall result in a cancellation of the insurance.

It is acknowledged that the monthly amount contributed by the Board (as set forth above) shall first be allocated to the premium (and other medical benefit plan costs) for the health plan with any remaining amount of the Board's designated contribution then allocated to fund the HSA deductible, if employee is participating in a CPS HSA eligible high deductible health plan.

- 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. 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

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procedures of paraprofessionals who may not be assigned primary or ongoing responsibility with regard to a particular disabled pupil.

- B. 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.**
- C. 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. The District agrees to post this Agreement on its website.**
- 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.**

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- F. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 22 - Duration of Agreement

This Agreement shall be effective upon ratification and shall remain in effect until July 01, 2021. 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 11th day of August, 2020 by the parties:

CHARLOTTE PARAPROFESSIONAL ASSOCIATION, MEA/NEA

By:
Its:

Kathlene Furt
President

Date: 8-11-2020

By:
Its:

Trisha Abbott
Vice President

Date: 8-11-2020

CHARLOTTE BOARD OF EDUCATION

By:
Its:

[Signature]
President

Date: 8/12/2020

By:
Its:

[Signature]
Secretary

Date: 8/12/20