

**MASTER AGREEMENT  
BETWEEN  
HOLT PARAEDUCATOR ASSOCIATION/MEA/NEA  
AND THE  
BOARD OF EDUCATION  
OF THE  
HOLT PUBLIC SCHOOLS**

**July 1, 2012 to June 30, 2013**

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This Agreement is made and entered into this 14<sup>th</sup> day of February, 2011, by and between the Board of Education, Holt Public Schools, hereinafter referred to as the Board and the Holt Paraeducator Association MEA/NEA, hereinafter referred to as the Association.

#### ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Section II of Public Act 379 of the Michigan Public Acts of 1965 as amended, the Board hereby recognizes the Holt Paraeducator Association/MEA/NEA as the sole and exclusive bargaining representative for all full-time and regularly scheduled part-time Paraeducator employees. Prior to July 1, 2001, Paraeducators were referred to as Paraprofessionals. Excluded from the bargaining unit are: supervisors, substitutes, casual, and temporary employees, students, childcare aides, childcare workers and all others.

#### ARTICLE 2 - RIGHTS OF THE BOARD

- A. The Board retains and reserves unto itself, on its own behalf and on behalf of the electors of the school district, without limitation all rights, powers, duties, responsibilities and authority vested in it by the laws and constitution of the State of Michigan and the United States including, but without limiting the foregoing, the right:
1. To the executive management and administrative control of the school system, its properties and facilities and the activities of its workforce, including but not limited to the right to determine the placement of operations, the number and location, relocation and closing of its facilities, including the establishment or relocation of new schools, buildings, and departments and the right to establish, modify or change any educational or administrative program or area;
  2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their employment and continued employment, or their dismissal, discipline, suspension or demotion; to determine the number of employees, including but not limited to bargaining unit members employed; to layoff and reduce the number of bargaining unit members employed and to promote and transfer all such employees;
  3. To manage and direct the work force, and to decide upon the work to be performed and how it is to be performed, including but not limited to the right to establish, modify, or change any business or school hours or days not in conflict with the specific provisions of this Agreement, the location of programs and operations, the means, methods and processes of work, to determine the hours of employment, the schedules, duties, responsibilities and assignments of bargaining unit members and other employees with respect thereto, including without limitation the express right to assign and temporarily re-assign bargaining unit members as needed; and to determine the size of the administrative organization, its functions, authority, amount of supervision and its organization;
  4. To subcontract in line with the statutory rights given the Board under Public Act 112 of the Public Acts of 1994 and other legal rights given the Board. Should Act

112 of the Public Acts of 1994 be amended as it pertains to the subcontracting of services, the parties will meet to renegotiate this section of the Master Agreement;

5. To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
6. To determine policies and operations and to establish and revise policies, reasonable rules and regulations for employees; all policies of the Board of Education as stated in Board of Education Policies, Board of Education minutes, the administrative rules/guidelines, or powers which heretofore have been properly exercised by it, shall remain unaffected unless changed by this Agreement and shall remain in full force and effect, unless and until changed by the Board. Any additions, subtractions or revisions, as made by the Board from time to time, shall become and remain unaffected by this Agreement, and in full force and effect unless changed by the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the foregoing shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement are in conformity with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States.

### ARTICLE 3 - AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, either (1) join the Association on or before thirty (30) calendar days from the first day of employment or the effective date of this Agreement, whichever is later, or (2) remit a Service Fee to the Association.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the last regular salary check each month for ten (10) months, beginning in September and ending in June of each year.
- C. Any bargaining unit member who does not join the Association shall pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, hereinafter referred to as the "Policy." Prior to being obligated to pay any Service Fee, non-member bargaining unit members shall be informed by the Association of the amount of the Service Fee and provided the information set forth in the "Policy" as well as a copy of the "Policy." The Service Fee shall not exceed the amount of dues collected

from Association members. The non-member bargaining unit member will authorize payroll deduction for such Service Fee.

- D. The "Policy" and the Administrative Procedures, including the timetable for payments pursuant thereto, shall apply only to non-member bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting non-member bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. In the event of any legal action against the Board, [including each Board member, Administrator or other District employee] brought in court or administrative agency actions, because of its compliance with this Article, the Association agrees to assume the defense of such action at its own expense and through its own counsel, provided:
  - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
- F. The Association agrees it will indemnify and hold the Board harmless from any liability for damages and costs as a result of such action as a direct consequence of the Board's compliance with this Article.
- G. If any provision of this Article is deemed invalid under federal or state laws, the parties agree to negotiate language to comply with the requirements of the law.

#### ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Association shall have the right to use District buildings and facilities subject to the provisions of Board policy and provided such usage does not interfere with District operations. Requests will be submitted through the procedures established by the District.
- B. The Association shall have the right to reasonably use District office equipment (including copy machines, audiovisual equipment, etc.) when such equipment is not in use by the District, subject to the provisions of Board policy, with the pre-approval of the Superintendent or the building administrator. The Association shall pay for the cost of materials and supplies used during this use, as for example paper and per copy charges for use of a copy machine. The Association shall be allowed 100 copies per month without such charges.
- C. In each building in which bargaining unit members are assigned, bulletin board space shall be made available for the posting of official Association notices initialed by the

Association President or Association Building Representative and mailboxes shall be made available to bargaining unit members.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such business shall not interfere with normal operations. Representatives of the Association not employed by the District shall notify the building administrator of the affected bargaining unit members and of their presence.
- E. During the school years indicated, the Association President, or his/her designee, will be granted nine (9) days with pay for Association business. The Association shall reimburse the District for the cost of a substitute on said days in the event a substitute is hired. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Superintendent of Schools.
- F. Upon request, the Superintendent and/or his/her designee shall meet with Association representatives, at agreed upon times, to discuss problems and concerns. At the request of the Association, at least one meeting shall be held each year.
- G. The Board shall make lunchroom space, and lavatory facilities available in each building where bargaining unit members are assigned. Upon request, the building administrator will identify shared computer access that honors confidentiality issues for bargaining unit members.
- H. Telephone facilities shall be made available for bargaining unit member use for local calls and credit card calls. Phone usage shall be for school-oriented business and/or personal business that cannot be conducted at another time.
- I. Existing parking facilities shall be made available to bargaining unit members for their use.
- J. Upon request, a bargaining unit member shall have the right to review the contents of his/her personnel file, in accordance with the Bullard-Plawecki Employee Right-to-Know Act. At the bargaining unit member's option, a representative of the Association may accompany the bargaining unit member in such review. Upon request, the bargaining unit member shall sign a statement evidencing this review.

Except for those records which relate to unprofessional conduct as that term is used in Section 1230[b] of the School Code, disciplinary records and any written record of reprimands shall be removed from all departmental and personnel files four [4] years from the date of each occurrence. Should the bargaining unit member disagree with the content of any item in the personnel file, he/she may have a written statement attached to the item in accordance with the Bullard-Plawecki Employee Right-to-Know Act.

#### ARTICLE 5 - STATE AND FEDERAL LAWS

- A. The Board agrees that every bargaining unit member shall have the rights set forth in the Michigan Public Employment Relations Act, including the right to organize, join and

support the Association for the purpose of engaging in collective bargaining and the right to participate in other protected activities for their mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, coerce or deprive any bargaining unit member of any rights conferred under the Public Employment Relations Act.

- B. The provisions of this Agreement shall be applied without unlawful discrimination based upon race, creed, religion, color, national origin, age, sex, marital status or handicap. The prohibitions against discriminatory conduct provided in Section B refer to the protected classes of employees, as defined by state or federal law. If a bargaining unit member has a complaint regarding any term or condition of employment which also may be brought as a complaint through the judicial system or through an administrative agency, including, but not limited to the Michigan Department of Civil Rights and the Michigan Department of Labor, the bargaining unit member shall either grieve the matter or pursue the same in another forum. Should the bargaining unit member institute an administrative proceeding or court action against the Employer simultaneous to or in advance of filing a grievance, the bargaining unit member shall be deemed to have waived the right to grieve such complaint as provided herein.
- C. The Association, its officers and bargaining unit members agree that they shall not authorize, instigate, participate in, encourage, or support any strike, cessation, slowdown, boycott, or interruption of services (i.e., the concerted failure to report for duty, stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment) by any employee or group of employees during the period of this Agreement.
- D. The Board, Association and bargaining unit members agree that there will be no reprisals, directly or indirectly, against any person by virtue of having filed a grievance, a good-faith bona fide complaint with an administrative agency, or by virtue of instituting a good-faith bona fide legal action in the courts.
- E. In that the Board and Association are subject to the Americans with Disabilities Act (ADA), and other similar state and federal legislation, any adjustments necessary in the contract to follow the ADA will be submitted in writing and executed by the parties without undue delay. Action will not be initiated by the Board under this provision without notifying the Association President and permitting the Association to be present during any discussions of accommodations with the employee; that impact on the terms of the Agreement.

In the event any provision of this Agreement or application of the Agreement conflicts with the ADA or similar State or Federal legislation, the legislative requirements shall prevail. In the event of a claim alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar Federal and State legislation.

- F. Neither party shall have any control over the selection of bargaining team members of the other party. The designated teams will be empowered to reach tentative agreement on

behalf of their respective constituencies. Final agreement will be subject to each party's ratification procedures.

#### ARTICLE 6 - PROTECTION OF BARGAINING UNIT MEMBERS

- A. Any assault upon a bargaining unit member which occurs at work or which has its inception in a school-centered problem shall be reported immediately to the employee's building administrator and the Director of Special Education. Except as restricted by law, the Board, after review of the situation and its determination that the bargaining unit member acted within the scope of Board policy and law, agrees to provide information to legal authorities and the bargaining unit member in the investigation and prosecution of complaints under this provision.
- B. If complaint or lawsuit is made against a bargaining unit member by virtue of disciplinary action taken by the bargaining unit member against a student, the Board, after review of the case and its determination that the bargaining unit member acted within the scope of Board policy and law, shall provide information to the bargaining unit member in his/her defense, except as restricted by law.
- C. Bargaining unit members have a responsibility for assisting with student discipline and control. Bargaining unit members may be required to use reasonable physical force, in conformity with Board policy and state law, as may be necessary to prevent a student from injuring himself/herself and/or others or to prevent damage to school property. The Board will provide reasonable assistance to bargaining unit members in the implementation of the District's policies and procedures governing student conduct and discipline. The Board will arrange access to legal counsel to advise the bargaining unit member of his/her rights in the event that such actions result in a complaint or legal action against the bargaining unit member.
- D. A bargaining unit member who believes an unsafe or hazardous condition exists within the work place, shall immediately report the condition to the building administrator. Reports received under this section will be investigated without undue delay. A bargaining unit member who reasonably and in good faith believes that a condition presents a health and/or safety risk to the employee and who has reported the condition to the building administrator, shall not be required to work under such a condition until the report has been addressed by the building administrator.

No bargaining unit member shall be required to enter a building alone or be required to be left alone in a building.

#### ARTICLE 7 - DISCIPLINE AND RELATED ISSUES

- A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions, which are not inconsistent with the terms of this Agreement.
- B. During the first ninety [90] workdays of employment, a newly hired employee shall be considered to be a probationary employee. During this probationary period, the employee will be subject to all the terms and conditions of this agreement, except for the



just cause standard for discipline. At the end of this probationary period, the District will determine whether the employee shall be offered a position as a non-probationary bargaining unit member and the probationary employee shall be notified in writing whether such an offer will or will not be made. The decision to discipline, discontinue the employment of a probationary employee during the probationary period, or to not make an offer of a position as a non-probationary bargaining unit member with seniority, shall be within the discretion of the Board and shall not be subject to the grievance procedure contained in Article 17. If so offered a position as a non-probationary bargaining unit member, seniority shall be retroactive to the first day of employment as a probationary employee.

- C. Upon request, a bargaining unit member shall be entitled to have a representative of the Association present when being disciplined. Such a request will not unduly delay the implementation of any disciplinary action.
- D. No non-probationary bargaining unit member will be disciplined without just cause. As a general rule, progressive discipline shall be applied and in general may include oral warning[s], written reprimand[s], suspension[s] and discharge. However, the Board reserves the right to bypass the concept of progressive discipline in cases such as: when the nature or severity of the offense warrants a deviation from the normal progression; where circumstances suggest that progressive discipline would not rehabilitate the employee; where the employment history of the employee involved warrants a deviation from the normal progression.

In the event a request is made for information in a bargaining unit member's personnel file and this request is in accordance with the Freedom of Information Act, the bargaining unit member who is named in the F.O.I.A. request will be notified of the request. The bargaining unit member will, upon the bargaining unit member's request, receive a copy of any and all information that is released pursuant to such F.O.I.A. request. Should the bargaining unit member be absent from work or should timeliness be at issue in fulfilling a F.O.I.A. request, the bargaining unit member who is named in the F.O.I.A. request will be notified by First Class mail forwarded to the address on file with the Human Resource Office.

- E. Bargaining unit members who have, upon verification and review, falsified their employment application, may be discharged at the discretion of the Board, it being agreed that such actions constitute just cause for termination of employment.
- F. Bargaining unit members will receive a copy of written discipline. Bargaining unit members may be asked to sign and date a copy of such written discipline to indicate that they have received a copy of such discipline, prior to its being placed in the personnel files. This signature shall not indicate that the bargaining unit member agrees with the written discipline, but only that a copy of it was received.

## ARTICLE 8 - WORK SCHEDULES AND RELATED ISSUES

- A. The workyear for Paraeducators working a full school year includes one-half (1/2) teacher workday [4 hours] prior to the beginning of school, 4 hours on the annual staff “Welcome Back” day, prior to the start of the school year, 4 hours on Martin Luther King Day and the applicable number of days of required student instruction. This section shall not apply to “Overload Paraeducators”.
- B. The normal workday will include fifteen [15]/5 minutes before the first bell or after the last bell for a total of twenty [20] minutes as determined by the building principal. Paraeducators working over 4 hours shall be entitled to a duty-free uninterrupted unpaid lunch period of thirty [30] minutes. If the fifteen [15] minutes is utilized before the first bell, Paraeducators shall be allowed five [5] minutes at the end of the day. If the fifteen [15] minutes occurs at the end of the day, Paraeducators shall be allowed five [5] minutes to utilize before the first bell.
- C. When schools or programs are cancelled for the day due to inclement weather or other conditions beyond the control of the Board, the District shall immediately notify local radio and television stations of that fact. Paraeducators shall not receive pay.

When after the start of the school day, the Superintendent of schools or his/her designee decides that weather conditions, mechanical malfunctions, and/or emergencies are such that bargaining unit members are to be released for the day, then bargaining unit members shall receive their regular rate of pay for that day. It is to be noted that a decision may be made to dismiss school and release students early because of weather conditions, mechanical malfunctions, and/or other emergencies. In this latter case, bargaining unit members shall remain until their assigned work is over.

- D. Employees will be paid at the rate of time and one-half for all assigned hours worked over forty (40) hours within a work week. All overtime hours must have the prior approval of supervision. Paid time off, regardless of origin, will not be counted for purposes of computing overtime pay eligibility.
- E. In lieu of receiving overtime pay, the District and the bargaining unit member may mutually agree that the employee receive compensatory time. Compensatory time off in lieu of overtime pay shall be provided at a rate of 1-1/2 hours of compensatory time for each hour of overtime worked. Compensatory time may accumulate to a maximum equal to three (3) days at the bargaining unit member’s regularly assigned hours. Exceptions to the three (3) day maximum may be approved, in writing, by the Assistant Superintendent for Human Resources. Accrued compensatory time may be used as mutually agreed or as requested by an employee, provided it does not unduly disrupt the District’s operations.
- F. Employees interested in attending a conference, whether or not during work time, will direct the request to the Director of Special Education. Final approval shall be by the Assistant Superintendent of Curriculum.
- G. Paraeducators are entitled to a combined total of sixteen (16) hours of in-service training and professional development. Bargaining unit members employed for less than a full

school year shall receive a pro-rated number of hours of in-service training and professional development. All employees shall be allowed to attend the weekly professional development sessions, but they may only use their professional development hours for sessions identified by the building principal or Director of Special Education. Time spent in training and approved professional development shall be paid at the bargaining unit member's regular hourly rate, subject to any applicable provision of this Agreement on overtime. The Administration shall meet with the Association to gain input into the areas of need for training. This section shall not apply to "Overload Paraeducators".

- H. The Director of Special Education, in conjunction with the building principal, shall determine the daily work schedule and assignment of employees.

Any special education Paraeducator assigned to a student[s] who is/are not in attendance will be assigned to alternative work by the building administrator during the absence.

In the event schools or programs are affected by a late start, employees may be directed to report late and will receive pay for the hours actually worked.

#### ARTICLE 9 - WORKING CONDITIONS

- A. When a Paraeducator is assigned or has responsibility for a student with a disability whose Individual Education Plan [IEP] requires special education services, the bargaining unit member shall not be expected to perform routine scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions related to the student's disability, unless the bargaining unit member has received appropriate training and is assigned to do so. The District may identify other bargaining unit members who are also trained. Only the joint directive by the Director of Special Education and the building principal may alter, modify or terminate the foregoing maintenance or care, or identify other bargaining unit members who may deliver or assist in the delivery of such maintenance or care.

A Paraeducator who is assigned for the first time to perform any of the following services, may object in writing to the administrative supervisor; clean intermittent catheterization, nasal suctioning, tube feeding or tracheotomy care. In such event, the Employer will consider qualified volunteers within the building. However, the failure to select a volunteer shall not be subject to the grievance arbitration procedure. It is understood that the District retains the right to assign a Paraeducator to perform such services.

The foregoing shall not be interpreted as applying to routine functions including, but not limited to, diapering, toileting, cleansing, and distribution of medication and feeding. However, for such routine and other functions, bargaining unit members who are assigned to disabled students whose needs are defined by the IEP, will receive appropriate training by specialized personnel as necessary. The bargaining unit member may request a consultation with the school nurse about the service to be performed. Time

spent in such training shall be paid at the bargaining unit member's regular hourly rate, subject to any applicable provision of this Agreement on overtime.

A Paraeducator assigned to a student with a disability whose Individual Education Plan [IEP] requires special education services shall have access to the IEP and other records relating to the student's disability which are in the possession of the District as needed to perform assigned duties.

There may be situations where a bargaining unit member, who at the time of the start of this Agreement is not performing services related to a student's bodily functions, is required in the future to perform such services. In such a case, the bargaining unit member shall receive training either coordinated or provided by administratively designated specialized personnel with appropriate medical knowledge.

Bargaining unit members who may come into contact with bodily fluids or waste shall be provided with disposable gloves and bags.

Except in unforeseen emergencies, a bargaining unit member shall not normally be required to perform duties involving a student of the opposite gender in grade 7 or above which would require the bargaining unit member to be present while the student is disrobed. However, the particular facts and circumstances affecting the student shall also be considered when determining the applicability of this provision.

- B. When a bargaining unit member has concerns over his/her responsibility to perform duties involving a student's bodily functions or over health and safety concerns, such as student violence or exposure to disease, the bargaining unit member may request a meeting with the administration. This meeting shall review the concern, possible solutions and support for the bargaining unit member as well as the creation of procedures to address such concerns.
- C. Bargaining Unit members who are required and receive preapproval in writing by the Principal, Director of Special Education or Executive Director of Curriculum to attend parent-teacher conferences, IEPC meetings or other meetings that are not held during their regularly scheduled day, or on a day that the Employee is not scheduled to work, shall be compensated at their regular rate unless overtime pay is necessary.
- D. The District reserves the right to provide employee-testing in such areas as reading, language and mathematics to all external applicants before hiring into a bargaining unit position to determine grade-level proficiency in such areas, using such testing data as a basic qualification for any Paraeducator position in which the external candidate may apply.

#### ARTICLE 10 - VACANCIES

- A. A vacancy shall be defined as either a newly created position or a current unoccupied position which the Employer intends to fill. The Board shall determine if and when a position is to be filled or eliminated.

- B. Vacancies shall be posted in each building, including the Education Center, for seven [7] workdays and shall state the number of daily hours and the weekly total number of hours in the assignment.
- C. Interested bargaining unit members may submit a written application/letter of interest for a vacancy to the Human Resources Office within the seven [7] day posting period.

Vacancies shall be awarded based upon the factors of an individual's ability and willingness to perform the work, the individual's prior work experience and history, and seniority considering the qualifications for the vacancy as determined by the Employer. Qualifications shall be defined as possessing the skills required to do the job as listed on the job posting and as set forth in the required qualifications listed in the job description.

If the foregoing factors are determined by the Employer to be substantially equal, then the most senior internal applicant will be awarded the position. Should no qualified bargaining unit member apply, the Employer may consider external applicants.

The District reserves the right to administer testing in the areas of reading, language and/or mathematics to all external applicants. Such testing may be a qualification for any position to determine whether candidates possess grade level competencies in such subjects as required by the position for which they are applying. An individual may request to be re-tested at the time of any subsequent vacancy for which the applicant is interested. Upon written request to the Human Resources Department, an applicant shall be informed of the identity of the individual filling the vacancy.

When a vacancy is intended to be filled on a permanent basis, the Employer shall have the right to place a substitute in the position. However, the Employer will not continue the use of a substitute beyond sixty [60] workdays. If at the end of this sixty [60] workday period there are no qualified applicants, the Employer may repost and continue the use of a substitute for another sixty [60] day period.

- D. Employees will be allowed to maintain more than one position within the bargaining unit, provided that the hours of work and the job requirements do not conflict with one another. In no case will the hours total more than forty [40] hours per week. The rate of pay for each position shall be in accordance with the appropriate rate set forth in Article 14.
- E. Employees may apply for positions within the District which are outside the bargaining unit. In the event the employee is offered and accepts such a position, seniority and other rights accrued while assigned within the bargaining unit shall be frozen. Paraeducators not in the bargaining unit may return or enter the bargaining unit, and at such time shall enter with such frozen seniority, should there be a vacancy as set forth in this Agreement. The above shall not be interpreted to disadvantage any current bargaining unit member. Current bargaining unit members shall have the first opportunity for a vacancy, former bargaining unit members with frozen seniority shall have the next opportunity for a vacancy, with external individuals thereafter having the opportunity.
- F. The Employer reserves the right to assign or transfer bargaining unit members.

- G. When, in the Administration's determination, the current assignment of a bargaining unit member does not meet the needs of that position, the Administration shall meet with the bargaining unit member to attempt to resolve the matter. The bargaining unit member may request and have an Association representative attend this meeting. If the situation is one which in the Administration's determination may be resolved by an improvement period, the Administration shall identify the needs of the position, the improvement needed, and establish a timeframe for improvement.

If the situation is not one which in the Administration's determination may be resolved by an improvement period, then the Administration shall have the right to address the situation by reassignment and may involuntarily transfer the bargaining unit member. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.

- H. When job descriptions are developed and/or revised, the Association shall be given a copy of the revision. If requested, a meeting with the Association will be scheduled to review the revision and to discuss the job description prior to finalization. A required qualification for all newly hired Paraeducators shall be that the individual is qualified and available to perform the work of student instructional support, student living assistance, student community-based support and student behavior management, as set forth in the job description.
- I. A Title I Paraeducator who fails to satisfy Federal and State qualifications shall be placed on layoff if there is no vacancy for which she/he is qualified and able to perform the duties. Upon the Title I Paraeducator's successful completion of the requirements for ESEA/NCLB, said employee shall be eligible for recall to a vacancy on the basis of seniority.

#### ARTICLE 11 - SENIORITY, LAYOFF AND RECALL

- A. Upon the offer of a position as a non-probationary bargaining unit member, as set forth in Article 7 [B], and the acceptance of the offer, the employee shall be entered on the seniority list, with seniority retroactive to the first day of employment as a probationary employee. There shall be no seniority among probationary employees.
- B. Seniority shall be defined as the length of continuous service within a classification within the bargaining unit. Bargaining unit members, who transfer between classifications, or another bargaining unit, or to a supervisory position, will have seniority in his/her former classification frozen. Bargaining unit members simultaneously assigned to more than one (1) classification will accrue seniority in both classifications.

Ties on the seniority list shall be broken by the first three digits of the bargaining unit member's social security number with the bargaining unit member having the higher number being placed first.

Seniority shall accumulate while on approved leaves and shall not be considered an interruption in continuous service.

Bargaining unit members will lose seniority if the bargaining unit member quits, retires, is discharged, is absent for three (3) or more consecutive days without approval, or fails to return from recall in a timely fashion.

C. Classifications for purposes of this Agreement shall mean the following:

Classification I: Special Education Paraeducators: providing instructional support, behavior management, daily living needs and/or community based support services.

Classification II: Overload Paraeducators: providing classroom overload support services.

Classification III: Title I Paraeducator

D. It is specifically recognized that it is within the sole discretion of the Board to reduce its staff. Layoff shall be defined as a reduction in the number of bargaining unit members or a reduction in the bargaining unit member's hours. In the event it becomes necessary to lay off, the following procedures will be implemented:

1. Temporary and probationary employees within the affected classification will be laid off first, provided that the remaining bargaining unit members within the classification are qualified and available to perform the work for the positions scheduled to be retained.
2. In the event it is necessary to lay off bargaining unit members with seniority, the bargaining unit member[s] in the position being eliminated shall be laid off on the basis of seniority, provided that the remaining bargaining unit members within the classification are qualified and available to perform the work of that position.

Bargaining unit members affected by a layoff shall have the right to displace the least senior bargaining unit member in that classification, if they are qualified and can perform the duties of that position.

E. Attempts will be made by the Employer to keep bargaining unit members likely to be affected by layoff informally updated. Bargaining unit members scheduled to be laid off shall be given at least fifteen [15] working days written notice prior to the effective date of the layoff. Upon request, the Employer will meet with the Association President to view the layoff list prior to its implementation.

F. Bargaining unit members currently working in the unit shall be eligible for a vacancy before laid-off bargaining unit members are recalled. However, bargaining unit members on layoff shall be recalled before granting any positions to external candidates. Bargaining unit members will be recalled to positions within the classification from which the bargaining unit member was laid off in the inverse order of layoff, provided the bargaining unit member is qualified and can perform the work of that position. Notice of recall will be sent by Certified mail to the bargaining unit member's last known address on file with the Human Resources Office of the Employer. It shall be the bargaining unit

member's responsibility to keep the Employer notified as to his/her current mailing address. A copy of recall notices will be sent to the Association President.

Bargaining unit members will have five (5) calendar days to return to work, except under extenuating circumstances authorized by the Superintendent. The refusal to grant an extension shall not be subject to the grievance procedure. A bargaining unit member who declines a recall for which she/he is qualified shall forfeit his seniority and employment rights under this Agreement.

Recall rights shall terminate twenty-four [24] months from the effective date of the bargaining unit member's layoff. Thereafter, a bargaining unit member shall lose his/her rights to recall.

- G. For purposes of layoff, displacement and recall, the requirement that a bargaining unit member be qualified and able to perform the work of a position includes the requirement of the work of instructional support, living assistance, community-based support and/or behavior management support, as may be required in the particular position in question.

## ARTICLE 12 - LEAVES

### A. Reporting Leave Time

Each absence taken by a bargaining unit member must be reported to AESOP preferably via the internet at [www.aesoponline.com](http://www.aesoponline.com) or otherwise at (800) 942-3767. The District will provide members with an ID number and PIN. Bargaining unit members must first call the system to record their name and assignment for substitutes to hear.

It is the bargaining unit member's responsibility to inform the system of the correct date, time and reason of absence, and to retain the job number that is assigned to each absence for the purpose of verification.

If a change needs to be made to an absence that has been reported, it is the bargaining unit member's responsibility to report the change to AESOP and to the Human Resources office, including the job number and all information pertinent to the change.

### B. Paid Leave

#### 1. Sick Leave

Sick leave shall be granted at the rate of ten (10) days a year for bargaining unit members with unlimited accumulation. Bargaining unit members employed for less than a full school year shall receive a pro-rated bank of days.

##### a. Personal Illness

The Board reserves the right to require a physical or mental examination of a bargaining unit member at the Board's expense by a doctor of its choice should this seem in the best interests of the District. A written



statement may be required from an attending physician in cases of injury or illness that keeps a bargaining unit member from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing on the eighth calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Worker Compensation, regardless of the length of absence. A written attending physician's statement also shall be mandatory following hospitalization.

b. Illness in the Immediate Family

Up to five (5) days per period of illness shall be granted out of accumulated sick leave for illness in the bargaining unit member's "immediate family". The intent of this provision is to provide time for the bargaining unit member to make arrangements for the care of the sick members of his/her immediate family. Otherwise, the employer does not assume responsibility for family illness.

The employer reserves the right to require a certified report by the doctor in attendance. In serious emergencies additional days will be granted as available, and upon the approval of the Assistant Superintendent of Human Resources.

The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the bargaining unit member is principally responsible for his/her financial and physical care.

c. Death in the Immediate Family

Up to ten (10) days may be granted out of accumulated sick leave at the time of death in the immediate family. The term immediate family is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-child, step-brother, or a person for whom the bargaining unit member is principally responsible for financial and physical care.

d. Funerals Outside of the Immediate Family

One (1) day will be granted out of accumulated sick leave for attendance at funerals of family members who are outside the immediate family. If additional time is needed, it may be requested as personal business leave.

2. Personal Business Leave

Two (2) days a year beyond the sick leave allowance may be used for individual business. Individual business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal working hours.

Bargaining unit members shall be granted business leave upon written notification to the Assistant Superintendent for Human Resources. Said notification will normally be submitted at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible. It is understood that such leave shall not be used for recreational purposes or to extend a holiday and/or vacation period. In the event of an emergency which requires leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for the leave.

Individual business days not used during the school year will be added to and shall accrue as sick leave days at the beginning of the following year.

3. Jury Duty Leave

Bargaining unit members shall receive a period, not to exceed twenty [20] working days in one [1] school year for jury duty. An extension beyond twenty [20] days will be granted when the continuation of a specific case necessitates it.

The Board shall pay the bargaining unit member's regular pay and the bargaining unit member shall remit any pay received for jury duty to the District's Business and Accounting office.

4. Workers' Compensation

Bargaining unit members are covered by Workers' Compensation benefits for work-related injury or illness. In the case where an injury or illness would otherwise be covered by Workers' Compensation benefits, but which does not, either, disable a bargaining unit member for seven [7] calendar days or the work-related injury or illness does not continue for two [2] weeks so as to be eligible for such benefits, the bargaining unit member may use sick leave for such time and will be paid at his/her regular rate of pay with such time lost from work being charged against the bargaining unit member's accumulated sick leave.

C. Unpaid Leave

1. Family Medical Leave

Bargaining unit members who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the previous 12 months, shall be eligible for unpaid Family Medical Leave. The District will use the "rolling

back” method for calculating available leave. The District and the Association agree that the District shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993. Information regarding FMLA is available at the Office of Human Resources.

2. General Leave

- a. A general leave of absence without pay may be granted for one (1) year with the approval of the Board.
- b. Unless otherwise indicated, the following conditions shall apply:
  - (1) Eligibility for a general leave shall require a minimum of two (2) years of continuous employment in the District.
  - (2) A request for a general leave shall be in writing and directed to the Assistant Superintendent of Human Resources.
  - (3) Salary increments shall not accrue during a general leave.
  - (4) Seniority held at the start of a general leave shall not be lost, but additional seniority shall not accrue during the leave.
  - (5) Paid leave days held at the start of a general leave shall not be lost, but additional paid leave days shall not accrue during the leave.
  - (6) The bargaining unit member shall provide written notice of his/her intent to either return to or resign from employment to the Assistant Superintendent for Human Resources by May 1 of the year in which the leave expires.
  - (7) Re-employment during the school year shall be at the discretion of the Board. Re-employment at the beginning of the school year shall depend upon whether there is a vacancy for which the bargaining unit member is qualified.
  - (8) All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.

3. Parental, Adoption or Foster Care Leave

Upon request, a bargaining unit member shall be entitled to an unpaid parental leave for a period of up to one (1) year. Said parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first-year care of the child.

- a. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
- b. A bargaining unit member shall notify the Employer in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
- c. Upon the mutual agreement of the bargaining unit member and the District, this leave may be taken on an intermittent or on a reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.
- d. Upon return from leave, a bargaining unit member shall be re-employed, provided there is a vacancy for which the bargaining unit member is qualified.
- e. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.

4. Health and Hardship Leave

A bargaining unit member, whose personal illness extends beyond the period covered by accumulated sick leave shall be placed on a health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the illness or disability. Health and hardship leaves shall be without pay, however, the bargaining unit member shall continue for the remainder of the bargaining unit member's workyear to accrue seniority and experience credit toward any salary increments.

- a. Upon recovery, the bargaining unit member shall be required to submit a physician's statement attesting to the bargaining unit member's ability to fully perform the duties of his/her position.
- b. The Board reserves the right to require, at its expense, an examination by a physician of the Board's choice. In the event of a conflict between the bargaining unit member's physician's statement and the Board's physician's statement regarding the bargaining unit member's fitness, the statement of the Board's physician shall be controlling.
- c. In the event the bargaining unit member presents acceptable evidence of recovered health within one (1) year from the last day worked, the

bargaining unit member shall be reinstated to the same or an equivalent position.

- d. Should the illness or disability be of such an extent that the bargaining unit member is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit member may be re-employed at the discretion of the Board.

5. Reduction of Staff During Leaves

In the event of a reduction in staff during the period of a leave of absence:

- a. An employee on leave shall be entitled to return to work commensurate with the employee's return rights appropriate to the type of leave taken, provided the employee would not have been laid off had the employee been on active duty when the reduction in staff occurred. It is recognized that a further staff reduction may be necessary to accommodate the return of the employee.
- b. An employee on leave who would have been laid off had the employee been on active duty when a reduction in staff occurred shall be considered laid off at the conclusion of the term of the leave of absence. The employee's right to return shall be determined by recall provisions of this Agreement.

ARTICLE 13 - HOLIDAYS

All non-probationary Special Education and Title I Paraeducators, and probationary Special Education and Title I Paraeducators who have successfully completed thirty (30) work days of probation, shall receive the following paid holidays: Labor Day; Thanksgiving Day; the Friday following Thanksgiving; Christmas Eve Day or its equivalent; Christmas Day; New Year's Eve Day or its equivalent; New Year's Day; one day of Mid-Winter break; one day during Spring Break; and Memorial Day, except as noted below. Overload Paraeducators shall not be eligible for holiday pay. Holiday pay shall be determined by multiplying an eligible bargaining unit member's current hourly rate of pay by the number of hours in their regular workday.

When a legally designated public holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when a legally designated public holiday falls on a Sunday, the holiday will be observed on the Monday following. When a holiday falls on a workday with shorter hours than the other regularly scheduled workdays for Paraeducators, the holiday pay for that holiday shall reflect the hours worked on the regularly scheduled workdays. However, if a Paraeducator is regularly scheduled to work different hours on different days, the holiday pay in such a case shall reflect the average daily hour for such Paraeducator.

Qualifications for Holiday Pay:

- A. Special Education and Title I Paraeducators reporting for work for less than five days per week and who are not regularly scheduled to report on the workday [Monday through

Friday] on which the holiday or holiday-related day is observed, shall not receive holiday pay.

- B. In order to qualify for holiday pay, the bargaining unit member must work or be on paid leave both the last scheduled workday preceding and the first scheduled workday following the holiday.

ARTICLE 14 - WAGES AND BENEFITS

- A. Wage Rates:

The wage rates for Special Education & Title I Paraeducators are set forth in Schedule A. The Wages for Overload Paraeducators are set forth in Schedule B.

In recognition of the additional duties required, a Special Education Paraeducator who is responsible on a regular basis to provide a student with clean intermittent catheterization, nasal suctioning, tracheotomy care, insulin injections or to draw blood from a student to be used in blood sugar level testing will receive an additional \$0.50 per hour at each step. A bargaining unit member working as a substitute for a Special Education Paraeducator regularly providing such health duties shall be compensated at this rate for the time working as a substitute.

At the time of employment, a Paraeducator may be placed on a step other than the first, after completion of the probationary period, based upon experience as a Paraeducator, related experience, and/or other qualifications such as education and degree attainment. A bargaining unit member shall advance to the next step at the beginning of the school year and after one full year of employment with the District

Alteration in the normal workday will be subject to the approval of the bargaining unit member's building principal. A bargaining unit member who is assigned temporarily to the duties of another bargaining unit member in another classification which earns a lower rate of pay shall receive his/her regular rate of pay for the period he/she assumes such assignment, with the exception of someone being paid the health duty rate. In such circumstance, the bargaining unit member shall receive the Special Education Paraeducator rate at the same step level. A bargaining unit member who is assigned temporarily to the duties of another bargaining unit member in another classification which earns a higher rate of pay, for more than five [5] consecutive days, shall receive the rate of pay at the first step which is greater than his/her current rate of pay for the duration of the temporary assignment and retroactive to the first day of said assignment, except for health duties, which are addressed above.

- B. Wage Payments:

Bargaining unit members shall be paid on a twice a month basis. Payments shall be made through direct deposit into a bank account designated by the bargaining unit member.

C. Wage Deductions:

If a bargaining unit member receives an overpayment of funds for salary or other amount and it has been determined that there has been such an overpayment, the District will, pursuant to MCLA 408.477; MSA 17.277[2] deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time, unless the bargaining member is leaving the payroll.

D. Last Payment and Exit Interview:

Upon a bargaining unit member's resignation, retirement, discharge or long-term [greater than one semester] unpaid leave, he/she shall conduct an exit interview through the District's Human Resource Department. Upon completion the District shall make the last payment of compensation to an employee.

E. Stipend for Fringe Benefits:

The following stipend shall be paid to eligible non-probationary Special Education and Title I Paraeducators who are normally scheduled to work 20 hours or more per week. For purposes of determining eligibility, this minimum hour requirement must be served in a single employment classification, and hours worked in more than one employment classification, cannot be added or combined in order to meet the minimum work hour requirements to be eligible for this stipend.

Such eligible employees may either take the stipend in cash or may use it towards any fringe benefit plan which is willing to provide coverage [after review and approval of such a plan by the District, which will include examining the administrative resources needed and any other impact upon the District] or may participate in any of the fringe benefit programs offered by the District if permitted by the carrier, with such participation being at the group premium rate and at the bargaining unit member's own expense [same note as above applies]. Any benefit premiums shall be paid by the employee through payroll deduction. The District shall make payroll deduction available to employees who want to use and/or supplement this stipend for benefit purposes. The payment of this stipend for an eligible employee on an unpaid leave shall terminate at the end of the month following the last day the employee was on the payroll.

Special Education and Title I Paraeducators normally scheduled to work 30 hours or more per week will receive \$195.00 per month.

Special Education and Title I Paraeducators normally scheduled to work between 20– 30 hours per week will earn a prorated amount of \$155.00 per month. [For purposes of an example, if an eligible employee works 20 hours per week, they shall receive  $\frac{2}{3}$  of \$155.00 = \$103.33].

F. Grandparented Insurance

Effective September 1, 2012, for those bargaining unit members who were employed in the district and held health insurance benefits prior to 8/1/95, the Board's base rate contribution for premiums for health care will be as follows:

<u>Single</u>	<u>2 Person</u>	<u>Full Family</u>	
\$5,500.00	\$11,000.00	\$15,000.00	Per Year

G. Retirement:

Upon a Paraeducator's retirement in accordance with the requirements of the Michigan Public School Employees' Retirement System Act, a terminal leave payment determined by the greater of the two methods of calculation will be paid into a special pay 401(a) plan, provided the bargaining unit member has been continuously employed in the District for at least ten [10] years. Retirement means that the Paraeducator meets all state requirements for retirement and that he/she has made an application for benefits under the MPSERS Fund. The Paraeducator must present proof of retirement from MPSERS in order to receive payment for this benefit.

1. \$60.00 per year of employment in the District, or
2. \$50.00 per unused accumulated sick leave day, with a limit of two [2] times the amount resulting in the calculation of 1 above.

The terminal leave pay described above shall be paid in the form of a non-elective employer contribution to the District's Special Pay Plan. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31st of the year in which the employee terminates employment with the District.

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Agreement.
- B. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances. Nothing contained in this Article will be construed as limiting the right of any bargaining unit member having a grievance, to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without intervention of the Association; provided that the adjustment is consistent with the terms of this Agreement.
- C. The term "days" as used herein shall mean days during which school is in session, except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday, excluding holidays.



Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the time limits specified, or voluntarily sever employment, all further proceedings will be barred.

Time limits may be waived only by mutual written consent of all parties to the grievance, with such a written consent being signed and dated prior to the expiration of the time limit for which the waiver is requested. Any extension of time limits shall be for a specified number of days.

A grievance which has not been filed within the initial time limit prescribed will not be heard.

A grievant[s] failing to meet the time limits set forth in this Article shall forfeit the right to further process such grievance, and the employer's last answer shall constitute the final disposition of such grievance.

A party filing a grievance may withdraw the grievance at any level up to, but not including, arbitration without prejudice, however all further proceedings on such grievance shall be barred.

If a supervisor/administrator fails to meet the time limits set forth in this Article, the grievance shall advance to the next level.

- D. In presenting written grievances as defined herein, the following information shall be conveyed:
1. It shall be signed by the grievant(s). An Association grievance shall contain the signature(s) of the grievant(s) or the names of employees involved.
  2. It shall contain a brief statement of the facts involved in the alleged violation, misapplication or misinterpretation of the contract.
  3. It shall cite the section(s) and/or sub-section(s) of the Agreement alleged to have been violated.
  4. It shall contain the date of the alleged violation and the date the grievance is being filed.
  5. It shall specify the relief requested.
- E. If in the judgment of the Association, a grievance involved bargaining unit members from more than one classification, the grievance may be submitted as an "Association grievance". An Association grievance shall include the names of the bargaining unit member(s) involved. Such grievances shall be initiated orally at Level 2 and shall be submitted in writing to Level 3.

- F. A grievance filed prior to the expiration of this Agreement may be processed through the grievance procedure, including arbitration where appropriate.

A grievance arising after the expiration of this agreement shall not be subject to the arbitration provisions, absent mutual agreement between the parties or an agreement between the parties to extend the contract.

- G. Bargaining unit members required to participate in negotiation meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of participation in such meetings, when any such meetings or hearings are scheduled by the Board to be held during the bargaining unit member's normal working hours.
- H. Any adjustment made during the grievance procedure shall be consistent with the terms of this Agreement, and at each step an Association Representative may be present at each level of the grievance procedure.
- I. The grievance form is attached to this Agreement as Appendix C.
- J. Level One—An employee alleging a grievance as defined herein, shall within ten (10) days of its occurrence, discuss the grievance with his/her building principal in an attempt to reach resolution.

If no resolution is obtained within three (3) days of the discussion and the matter is going to be pursued further, the grievance shall be reduced to writing and submitted to Level 2 within five (5) days of the discussion.

Level Two—A copy of the written grievance shall be filed with the building principal. The building principal may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure should the building principal believe that the matter being grieved is beyond the scope of his/her authority. Should the building principal decide to hear the grievance, then within five (5) days of receipt of the grievance, the building principal shall arrange a meeting to review the grievance. Within five (5) days of the conclusion of the discussions, a written decision shall be rendered. A copy of the decision shall be forwarded to the grievant(s), the appropriate Association Representative and the Assistant Superintendent for Human Resources.

If no decision is rendered within five (5) days of the conclusion of the discussions at Level 2, or the decision is unsatisfactory, the grievance may be appealed to Level 3.

Level Three—A copy of the written grievance shall be filed with the Assistant Superintendent of Human Resources. Within five (5) days of receipt of the grievance, a meeting will be conducted to review the grievance. Within five (5) days of conclusion of the discussions, a written decision will be rendered. A copy of the decision shall be forwarded to the grievant(s) and the appropriate Association Representative.

If no decision is rendered within five (5) days of conclusion of the discussions at Level 3, or if the decision is unsatisfactory, the Association shall file with the Superintendent's

office a letter of intent to arbitrate the grievance within ten [10] days with the American Arbitration Association.

Level Four— A copy of the written letter of intent to arbitrate the grievance shall be filed with the Superintendent and the American Arbitration Association within ten [10] days. No individual employee shall have the right to process a grievance to Level 4. Within ten (10) days of the receipt of the letter of intent to arbitrate, the parties shall select an arbitrator. Absent mutual agreement on an arbitrator within the aforementioned time period, the arbitrator shall be appointed under the rules of the American Arbitration Association.

The following general provisions will apply to any grievance submitted to arbitration under this Agreement.

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. The cost of an arbitrator shall be divided equally between the parties and each party will be responsible for the costs of its witnesses.
3. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case being arbitrated.
4. Neither party shall be permitted to assert in any arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
5. The arbitrator will issue a decision not later than twenty [20] days from the date of the close of the hearing, and the arbitrator's decision shall be in writing and will set forth the finds of fact, reasoning and conclusions on the issues submitted.
6. The decision of the arbitrator shall be final and binding, subject to review in accordance with the applicable standards for judicial review.
7. Should the Board dispute the arbitrability of a grievance, the arbitrator shall first rule on the question of arbitrability. In the event the arbitrator rules that the grievance is not arbitrable, no decision or recommendation on the merits will be issued.
8. No more than one (1) grievance may be considered by the arbitrator, absent mutual agreement between the parties.
9. The arbitrator's authority shall be as follows:
  - a. The arbitrator's authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Code and any other national, state, county, district or local laws.

- b. The arbitrator shall have no authority to rule on an issue previously barred from the scope of the grievance procedure.
- c. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
- d. The arbitrator shall have no authority to award compensatory or punitive damages.
- e. The arbitrator shall have no authority to establish wage schedules.
- f. The arbitrator shall have no authority which usurps the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.

#### ARTICLE 16 - MISCELLANEOUS PROVISIONS

- A. Pursuant to the Michigan Persons With Disabilities Civil Rights Act, a bargaining unit member shall notify the Assistant Superintendent for Human Resources, in writing, within 182 days after he/she knows or reasonably should have known that he/she needs an accommodation of his/her disability.
- B. If any provision of this Agreement or application of this Agreement to any bargaining unit member, the Board, or District administrator or the Association shall be found to be contrary to law, then such provision or application shall not be deemed valid, except as to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties to this Agreement which is in writing and signed by the parties as an amendment to this Agreement.
- D. There shall be four [4] signed copies of this Agreement, two [2] of which shall be retained by each party.
- E. Copies of this Agreement shall be produced at the shared expense of the parties and will be provided to all bargaining unit members.
- F. Board policy books, and any Paraeducator employee handbooks, will be made available in each building.

#### ARTICLE 17 - JOB PERFORMANCE REVIEWS


Bargaining unit members shall have their job performance reviewed at the end of their probationary period and annually during the first two [2] years of employment and every two [2] years thereafter at a minimum, by April 1 of that year. Such reviews shall be the responsibility of the building principal where the bargaining unit member is assigned. The Director of Special

Education and the classroom teacher, if the bargaining unit member is assigned to a classroom, may contribute to the review.

The evaluation form is attached as Appendix A.


ARTICLE 18 - DURATION OF THIS AGREEMENT

This Agreement shall become effective upon the last ratification of the parties and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on July 1, 2013 unless extended by the parties in writing.

  
\_\_\_\_\_

**W. Scott Szpara**  
**Deputy Superintendent**

11-13-12  
**Date**

  
\_\_\_\_\_

**Nancy Eastman**  
**Association President**

11-13-12  
**Date**

Schedule A: Wage Rates for Special Education and Title I Paraeducators  
2012-13

Step 1	\$12.01
Step 2	\$12.45
Step 3	\$12.90
Step 4	\$13.33
Step 5	\$13.73
Step 6	\$14.32
Step 7	\$14.32
Step 8	\$14.32
Step 9	\$14.32
Step 10	\$14.72
Step 11	\$14.72
Step 12	\$14.72
Step 13	\$14.72
Step 14	\$14.72
Step 15	\$15.11
Step 16	\$15.11
Step 17	\$15.11
Step 18	\$15.11
Step 19	\$15.11
Step 20	\$15.11
Step 21	\$15.11
Step 22	\$15.11
Step 23	\$15.11
Step 24	\$15.11
Step 25	\$15.11
Step 26	\$15.11
Step 27	\$15.11
Step 28	\$15.11
Step 29	\$15.11
Step 30	\$15.11

Schedule B: Wage Rates for Overload Paraeducators

	<u>2012-2013</u>
Step 1	\$10.23
Step 2	\$10.23
Step 3	\$10.23
Step 4	\$10.23
Step 5	\$10.23
Step 6	\$10.23
Step 7	\$10.23
Step 8	\$10.23
Step 9	\$10.23
Step 10	\$10.23
Step 11	\$10.23
Step 12	\$10.23
Step 13	\$10.23
Step 14	\$10.23
Step 15	\$10.23
Step 16	\$10.23
Step 17	\$10.23
Step 18	\$10.23
Step 19	\$10.23
Step 20	\$10.23
Step 21	\$10.23
Step 22	\$10.23
Step 23	\$10.23
Step 24	\$10.23
Step 25	\$10.23
Step 26	\$10.23
Step 27	\$10.23
Step 28	\$10.23
Step 29	\$10.23
Step 30	\$10.23

**TRU-TIME:** Tru-Time will not be implemented for the 2012-2013 school year. But the District will be revisiting the option and can provide training in anticipation of future implementation.

**APPENDIX A  
HOLT PUBLIC SCHOOLS  
PARAEDUCATOR PERFORMANCE EVALUATION FORM**

<b>Name:</b>	<b>Period of Report:</b>
(Last) (First) (Middle)	<b>Job Title:</b>
<b>School(s):</b>	<b>Evaluation type:</b> <input type="checkbox"/> Probationary <input type="checkbox"/> Annual
<b>Evaluation Date:</b>	

Note to Evaluator: Ratings in either the far left box or the far right box in any area must have specific example(s). For each far right box checked, an improvement plan is also required.

**1. JOB KNOWLEDGE**

Thorough working knowledge of job	Well-informed working knowledge of job	Acceptable working knowledge of job	Limited working knowledge of job	Inadequate working knowledge of job
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Comments/Improvement Plan:

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**2. QUALITY OF WORK**

High quality work	Good work, very few issues or concerns	Acceptable meeting job requirements	Frequent issues or concerns	Work is unacceptable
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Comments/Improvement Plan:

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**3. FOLLOW THROUGH**

Always finishes tasks	Frequently finishes tasks	Acceptable follow through	Occasionally does not finish tasks	Unacceptable
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Comments/Improvement Plan:

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**4. ATTITUDE**

Consistently positive	Generally positive	Acceptable	Frequently negative	Consistently negative/Unacceptable
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Comments/Improvement Plan:

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**5. COOPERATION WITH STAFF**

Consistently cooperative	Cooperates and gets along with others	Acceptable	Cooperates reluctantly	Frequently causes friction with others
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Comments/Improvement Plan:

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**6. DEPENDABILITY**

Carries out varied work duties with no supervision	Needs minimal supervision	Acceptable/Needs only routine supervision	Needs more supervision than others doing same work	Inability to perform job without direct supervision
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Comments/Improvement Plan:

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**7. ADAPTABILITY**

Highly flexible, consistently functions effectively	Adjusts easily	Acceptable/adjusts satisfactorily	Has difficulty adjusting well to new or different situations	Does not adjust to new or different situations
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Comments/Improvement Plan:

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**8. INITIATIVE**

Ambitious and a self starter	Frequently shows initiative	Acceptable initiative	Rarely shows initiative	Lacks initiative, performs only upon direction
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Comments/Improvement Plan:

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**9. PUNCTUALITY**

Extremely punctual	Good on punctuality	Acceptable Punctuality	Frequently late	Undependable
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Comments/Improvement Plan:

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**10. INTERACTION WITH STUDENTS**

Interacts extremely well with students	Interacts well with students	Interacts acceptably with students	Needs to improve interaction with students	Does not interact well with students
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Comments/Improvement Plan:

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**11. PROFESSIONAL GROWTH**

Attends all professional growth opportunities	Attends most professional growth opportunities	Attends some professional growth opportunities	Attends few professional growth opportunities	Attends no professional growth opportunities
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Comments/Improvement Plan:

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Paraeducator is discreet with privileged information:  YES  NO

**ADDITIONAL COMMENTS**

Evaluator(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Principal/Supervisor's signature: \_\_\_\_\_

The following may be completed at the employee's option:

- I agree with the above report  I disagree with the above report  
 Addendum attached  Addendum to follow

*The signature below means only that I have read and discussed the content of the evaluation with the evaluator. It is not intended to mean that I agree with the content of this evaluation. Further, I understand that I have a right to attach written comments to this document for insertion into my personnel file.*

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PARAEDUCATOR EVALUATIONS ARE DUE TO HUMAN RESOURCES BY APRIL 1<sup>ST</sup> OF EACH YEAR.**

**Submit one copy to each: Human Resources Office, Employee, Building Administrator, Special Education Office**