

**AGREEMENT  
BETWEEN THE JACKSON PUBLIC SCHOOLS  
AND  
THE JACKSON PARAPROFESSIONAL ASSOCIATION**

This Agreement is entered into this first day of July, 2010, by and between the Board of Education of the Jackson Public Schools of Jackson, Michigan, hereinafter called the "Board" and the Jackson Paraprofessional Association, hereinafter called the "Association."

**ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section 2 of Act 379 Public Acts of 1965 for all paraprofessionals.
- B. The term "paraprofessional" when used in this Agreement shall be defined as an individual who performs non-professional or supportive duties in the instructional process, at recess, and other non-instructional related duties designated by the paraprofessional's immediate supervisor, principal or administrator in charge of State and Federal Programs.
- C. The Board agrees not to negotiate with any paraprofessional's organization other than the Association for the duration of this Agreement.

**ARTICLE II - NEGOTIATIONS PROCEDURES**

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty days prior to the expiration date of the Agreement.
- B. Whenever employee(s) are involved in negotiations with the Board during the employee's normal working hours they shall be released from duty with no loss of pay.
- C. **Professional Council**
  - 1. A joint committee representing the Association and the Board shall meet within fourteen days of written request of either party for the purpose of reviewing the administration of the Agreement, to resolve problems that may result from this Agreement or other items of concern to the Association or the Board.
  - 2. The committee shall be composed of up to four representatives each, of the Board and the Association.
  - 3. Each party shall submit to the other, at least one week in advance, when possible, an agenda covering what they wish to discuss.
  - 4. Should such a meeting result in a mutually acceptable amendment to this Agreement, and then the amendment shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification.
  - 5. Any proposed change in assignment, outside of the contractual bidding process, shall be approved by Professional Council.

6. The following terms and conditions will be followed in the event that an irreconcilable situation arises concerning a paraprofessional position.
  - a. The irreconcilable situation has been ongoing, established and referred to the JPA Professional Council.
  - b. Application for relief may be made by either the building administrator and/or the paraprofessional involved to the JPA Professional Council.
  - c. The relief must be recommended by the Professional Council and approved by the paraprofessional, Assistant Superintendent for Human Resources & Secondary Curriculum, and the Association President.
  - d. The paraprofessional will be placed on voluntary displacement allowing the position to be posted. The posting will state that it is a voluntary displacement under Article II - C, 6.
  - e. The senior bidder and the displaced paraprofessional will exchange positions with the exception that the displaced paraprofessional has the right to refuse a position with fewer hours than the one he/she has vacated.
  - f. In the event that there is no bidder or that the senior bidder(s) have invoked their right of return during a trial period under Article IX - F, there will be a written plan put in place prior to the return of the displaced paraprofessional to the original position. This plan shall be subject to the approval of the JPA Professional Council.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. Intent**

The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure to the extent permitted by law. Nothing contained herein shall be construed as limiting the right of any paraprofessional with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

- B. A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any successor Agreement entered into pursuant to this Agreement.

#### **C. General**

1. A grievant(s) failing to meet the time limits, as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer should constitute the final disposition of said grievance.
2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten working days from the date when the supervisor's time for an answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement

provided that the Association has been given the opportunity to be present at such adjustment.

4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
9. The grievant(s) and grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the Administration, which are scheduled during the normal working day of the grievant(s).
10. Reasonable release time shall be granted for the purpose of investigation of a grievance by the President or the President's designee, which shall not be abused.
11. Copies of all written grievances shall be provided to the Association President, Grievance Chairperson and the Human Resources Office.

**D. Procedure**

**1. Level One**

- a) The grievant(s) shall discuss the complaint with the immediate supervisor within five working days of the grievant(s) knowledge of the event or occurrence, which is the basis for the complaint.
- b) The immediate supervisor shall render an oral decision to the grievant(s) within two (2) working days of the above discussion.

**2. Level Two**

- a) If the Level One decision is not satisfactory, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix D) and shall be presented to the immediate supervisor and the Association within four (4) working days of the receipt of the Level One answer.
- b) The immediate supervisor shall hold a meeting with the grievant(s) and the grievant(s)' Association Representative within four (4) working days of the receipt of the Level One answer.
- c) The immediate supervisor shall render a written decision to the grievant(s) and the Association within four (4) working days of the grievance.

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Assistant Superintendent for Human Resources & Secondary Curriculum within five (5) working days of receipt of the grievance.
- b) The Assistant Superintendent for Human Resources & Secondary Curriculum shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days.
- c) The Assistant Superintendent for Human Resources & Secondary Curriculum shall reply within three (3) working days of the above meeting.

4. **Level Four**

- a) If the Association is not satisfied with the Level Three disposition of the grievance by the Assistant Superintendent for Human Resources & Secondary Curriculum or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.
- b) If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings.
- c) The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- d) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- e) The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, inconsistent with, or modifying or varying in any way, the terms of this Agreement; or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
- g) The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- h) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i) The expenses of the arbitrator shall be paid by the losing party. The arbitrator shall assess costs in each case in accordance with this principle.

**E. Rights to Representation**

The grievant and Association may be present and may be represented by another person at all meetings and hearings at any level of the grievance procedure. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided, further, when an employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

**F. Appeal of Discharge or Suspension**

1. Written notice of discharge or suspension shall be presented to the employee and the Association on the same day.
2. Grievances involving an appeal of discharge or suspension shall be initiated directly to Level Three within five (5) working days of receipt of written notice as provided above.
3. Once the grievance has been initiated at Level Three, the normal grievance procedures shall be followed as set forth in this Article.

**G. The Association may initiate a grievance directly at Level Three when either of the following conditions apply:**

1. A grievance involves a group of employees or an issue which applies to the unit as a whole, or
2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

Such grievances shall be initiated at Level Three and the normal grievance procedures shall be followed as set forth in this Article.

## **ARTICLE IV - BOARD RIGHTS**

**A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including but without limiting the generality of the foregoing, the right:**

1. To provide executive management and administrative control of the systems and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, which includes the right to reduce forces, or their dismissal or demotions; and to promote, transfer, and assign all such employees;
3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of paraprofessionals and other employees who are or who become members of this unit.
4. The Board further reserves the right to promulgate and enforce reasonable discipline and work rules that are not inconsistent with the Labor Agreement, which will be reasonably applied.

- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof, are in conformance with the Laws of the State of Michigan.
- C. The rights reserved herein shall not be applied in a manner inconsistent with other provisions of this Labor Agreement.

## **ARTICLE V - ASSOCIATION RIGHTS**

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The parties further agree that there shall be no discrimination against any employee by reason of membership in the Association or participation in the lawful activities therein.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities. When use results in added costs to the District, and the Association is informed in advance, such costs will be billed to and paid by the Association. Costs shall be in accordance with currently existing policy of the Board.
- C. Bulletin board space conveniently located, school messenger service, and the use of telephone communications for local calls to be used on a reasonable basis, shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. The Association shall have the right to use school facilities and equipment including typewriters, mimeograph machine, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees not to use such equipment or facilities in direct action against the Board of Education or the Administration growing out of a labor dispute.
- F. During the work year, the Association President or his/her designee, will be given twelve (12) work days with pay for all Association business. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Superintendent of Schools should the seriousness of the situation warrant.  
  
In addition to the above, the local President, or their representative, shall be allowed one (1) funeral leave day for the exclusive purpose of attending the funeral of a member or past member of their Association.
- G. During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.
- H. Any member(s) elected to a county/state/national association position and required to attend meetings during scheduled workdays, shall be excused upon written application, without loss of pay, benefits, or seniority, up to a total of eight (8) days per year.

- I. All postings will be subject to a general job description, which will include supervision of students during non-instructional duty times such as recess and lunchroom. The only exception would be specific qualifications for bilingual and/or Native American federal and/or state grants.

## **ARTICLE VI - AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS**

- A. All employees as a condition of employment shall, within thirty (30) calendar days from the commencement of duties, either:
  1. Join the Association and sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National, Michigan and Jackson County Education Association), which authorization shall continue in effect from year to year unless revoked in writing between June 1, and September 1, of a given year, or
  2. Pay a service fee to the Association in an amount determined as appropriate under the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph A-1 of this Article. In the event that the employee shall not pay the service fee directly to the Association or authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the employee wages and remit same to the Association.
  3. All dues deducted and printouts shall be forwarded within ten (10) working days of the monthly deductions. Local dues shall be deducted from the second payroll in November.
  4. The District shall accommodate the concept of percentage dues if implemented by the Michigan Education Association.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association Treasurer within sixty (60) calendar days of the onset of each school year.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to properly refund such monies as soon as practical.
  1. The Association assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this section and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.

2. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Association that an employee must be discharged because the employee is not a member in good standing.
- E. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
1. Credit Union
  2. Tax-Sheltered Annuities
  3. Professional Association
  4. Insurance Options available in the District
  5. United Way
  6. Savings Bonds
- F. The Board shall make direct deposit to any participating bank, upon written authorization from the employee.

## **ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION**

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights they may have under any applicable law or constitution.
- B. The private lives of employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. The provisions of this Agreement shall be applied without unlawful discrimination in regard to race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, non-job interfering handicap or arrest record.
- D. Any case of criminal assault upon an employee while on duty, official school business, or in a school-related situation, shall be promptly reported to the police by the board or its designee. The Board shall provide legal advice to acquaint employees with their rights and obligations with respect to such assault.
- E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proved.
- F. Any complaint directed toward an employee shall be promptly called to the employees' attention. If such complaint is to be made a part of the employee's personnel file or a matter of other written record, the employee may submit a written statement to be attached to and filed with the original complaint.
- G. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself or others or to prevent damage to school property and for no other purpose. The Board shall provide legal consultation up to one (1) hour in the event the employee is complained against or sued for such action. The Board, if necessary may authorize time beyond one (1) hour in such instances.
- H. Employees shall be provided a locked area for personal belongings for protection from potential theft. The building administrator(s) shall be responsible for determining the location of the secured area(s) and for informing the employee(s) of the location of it. The District is not an insurer of the employee(s) belongings and it is understood that employees failing to take advantage of locked area(s) assume the risk of loss.



The Board will reimburse the employee for loss, damage, or destruction of clothing or personal property provided that:

1. The loss is not a result of negligence on the part of the employee.
  2. The limitation of payment in each case is \$100 for auto collision losses, and \$100 for personal property unless covered by paragraph 3, below.
  3. Employees who have personal property valued in excess of \$500 which is approved by the building administrator for use in the instructional program may extend the limit noted above to that portion of the value of such property not otherwise covered by preparing a statement for the endorsement of the building administrator declaring the items and the insurable value of each and all, and submitting it to the Finance Office. The Finance Office will review the statement in cooperation with the insurance representative of the Board's liability carrier, certify the statement, amend it if necessary, and return to the employee.
  4. None of the provisions of this Article are intended to duplicate either payment by or coverage by other carriers.
  5. All claims made under the provisions of this Article must be indicated within five (5) days of the time discovered. Claims not made known within five (5) days of discovery may be denied for lack of timeliness.
- I. It is understood that an employee may refuse to carry out an order, which threatens physical well being or safety.
- J. Employees shall be entitled to have present a representative of the Association when being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
1. The following procedures will be used when the principal is meeting to hear a complaint by a parent or guardian, which involves a paraprofessional job performance:
    - a) The principal will investigate the parent's complaint.
    - b) The paraprofessional, with JPA representation, will meet with the principal to review the complaint so he/she can respond.
    - c) The principal will reduce the complaint to writing with action, if any, to be enumerated. A copy will be provided to the paraprofessional and JPA.
- K. No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation shall be done in privacy. The employee shall be informed on the basis for disciplinary action and will be provided with all information concerning the basis for this action.
- L. Any material included in an employee's personnel file, which is negative or disciplinary in nature must be reviewed and signed by the employee in order to be of any effect. Such signing does not necessarily indicate agreement. Employees shall have two (2) weeks, ten (10) school days, to submit any written statement in regard to such materials for inclusion in the personnel files.

- M. Employees shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement for inclusion in the personnel files may then be made by the employee, in regard to materials that were not signed by the employee. The review shall be made in the presence of the Assistant Superintendent for Human Resources & Secondary Curriculum or their designee, or the Superintendent of Schools. Privileged information, which is specifically exempted from review, shall include such confidential credentials and related personal references normally sought at the time of employment.
- N. Employees believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint through the grievance procedure to have said materials corrected or expunged from their file.
- O. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand shall be removed from the file at the written request of the employee to the extent permitted by law. Said warning or reprimand shall not be used in a future disciplinary action against said employee.
- P. The Board will provide adequate facilities for all buildings in the school district. Such facilities will include adequate provisions for lunchroom, restroom, lavatory, lounge, smoking area if permitted in building, and paved designated off-street parking facilities for paraprofessional use.

## **ARTICLE VIII - SENIORITY, LAYOFF AND RECALL**

### **A. Seniority**

1. On October 1 and June 1 of each year the Board shall provide the Association with a seniority list for each member of the bargaining unit. The list shall contain the names and dates of all employees who hold seniority in the bargaining unit.
2. Such employees shall have thirty (30) calendar days to request necessary corrections. After thirty (30) calendar days, the Association President shall sign and deliver to the Board an approved copy of said list. After said list is signed and delivered to the Board, the list shall become the official seniority list and shall not be subject to grievance. Any employee who objects to their seniority date shall put their objection in writing before the thirty (30) calendar day time limit.
3. In the event that more than one (1) individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
4. Seniority shall be measured from last date of hire. That date (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each employee.
5. Employees who have, since their last date of hire, had approved leaves of absence without pay for more than thirty calendar days for reasons other than service with the Armed Forces of the United States shall not lose seniority nor gain additional seniority while on such leave. Upon return, they shall accrue seniority at the point where they left off at their departure.

6. Employees on leave of absence to serve with the Armed Forces of the United States will accrue seniority if given an honorable discharge and return to work in accordance with Michigan Laws relating to Veterans.
7. Employees who leave the bargaining unit to accept other positions in the District shall not lose seniority nor gain additional seniority while not a member of the bargaining unit, if he/she returns within sixty (60) calendar days of departure. They shall accrue seniority at the point they left off at their departure. Said employees who do not return to the bargaining unit within sixty (60) calendar days shall lose all previously accrued seniority and be removed from the seniority list.
8. Employees on layoff shall retain, but not accrue, seniority during the entire period of said layoff.
9. Leaves of absence, voluntary and involuntary transfer, and/or promotions shall not interrupt continuous service, which means employment in the school's service without break or interruption.
10. Leaves of absence without pay of less than thirty (30) calendar days and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority.
11. Leaves of absence without pay in excess of thirty (30) calendar days, except for extended service with the Armed Forces of the United States, shall be deducted beginning with the thirty-first day of leave. Days deducted will be limited to days when regular school is in session. Such deductions will apply in computing total service but shall not serve to interrupt continuous service.
12. No paraprofessional will receive service credit for duties performed prior to date of hire in this unit.
13. Seniority will be based on the last date of hire as a paraprofessional. Paraprofessionals who quit and are subsequently rehired shall start at Step #1 of the appropriate pay rate.
14. Employee shall lose his/her seniority for the following reasons:
  - a) Quit.
  - b) Is discharged and the discharge is not reversed through the grievance procedure.
  - c) Is absent for three (3) working days without notifying the employer. The employer will notify the employee by certified letter at their last known address that they have been terminated. The Association President will receive a copy of the certified letter.
  - d) Does not return to work when recalled from a layoff as set forth in the recall procedure.
  - e) In the event of a layoff, employees will be dropped from the seniority list when layoff exceeds length of seniority or after three (3) years, whichever is greater.
  - f) Retirement.

**B. Displacement**

The parties agree that once the school year begins, displacements/layoffs of employee(s) are to be minimized and avoided whenever possible.

1. When displacements occur, the affected employee(s) and the Union President shall be given five (5) work days notice of job elimination.
2. If a newly created position is available, when a displacement occurs, it shall be filled on a temporary basis by an employee whose position was eliminated, pending proper posting and filling of the position.
3. When there are multiple displacements, due to job elimination, after the beginning of the school year, a general meeting will be held for the purpose of rebidding the available positions.
4. Employees displaced during the school year must fill any vacant positions for which they are qualified before displacing a less senior employee. If no such vacancies are available, the displaced employee may elect to displace the LEAST SENIOR employee in a position for which the displaced employee is qualified, but may not elect to displace any LESS SENIOR employee of his or her choosing.

**C. Layoff**

1. Employees who are to be laid off shall be given no less than fourteen (14) calendar days written notice.
2. In the event that it becomes necessary to reduce the number of employees through layoff from employment, then the employees with the most seniority with the District shall be retained except that the then Association President, Vice-President, Secretary and Treasurer shall be the last laid off and the first recalled to positions eligible for benefits.
3. In the event of a reduction in staff, employees on leave shall be notified by the Board so they may exercise seniority.
4. The Board shall continue to pay the insurance premiums beyond the month of layoff providing:
  - a) Employees being laid off prior to the fifth working day of a given month will have the insurance benefits continued through the month of layoff. Employees laid off after the fifth day of a given month will have their insurance premiums continued for that month plus one (1) month following.
  - b) A paraprofessional laid off at the culmination of a school year will have insurance coverage extended to them during the summer months. Should they not be recalled at the beginning of the new school year, these fringes shall terminate on the last day of September of the new school year.
  - c) After the Board stops paying the premiums for insurance, the employee will be informed of the COBRA coverage, which is available.

D. **Recall**

1. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior laid off employee who meets the criterion of the Paraprofessional Classification (Non-Bilingual Ed./Bilingual Ed.) shall be recalled first.
2. Employees not recalled to their former position may decline the recall and remain on the layoff list, providing this will not cause the Board to hire a new employee to fill the vacancy. This provision will not apply to supervision paraprofessionals unless the individual on layoff has worked in that capacity immediately prior to layoff.
3. When recalling laid off employees, the following steps shall be followed:
  - a) The employees recalled will be telephoned.
  - b) A certified letter shall be sent to the last known address of the employee and a copy sent to the Association President.
  - c) Employees shall have five (5) working days after notification of position being awarded unless they are employed elsewhere, in which case they shall have ten (10) working days to return.
4. Should the Board reinstate a position that has been eliminated or had been allowed to remain vacant, the employee, if not on layoff who previously held the position shall be offered the position before it is offered to laid off employees, providing the position is reinstated no more than sixty (60) calendar days following the first day of initial recall.

E. **Bid Meeting**

1. The Association and the Assistant Superintendent for Human Resources & Secondary Curriculum shall meet no later than thirty (30) calendar days prior to the start of school to review the current status of available positions. The District shall provide a list of current and available positions.
2. The District shall inform all Association members in writing of a mutually agreeable time and location for the Bid Meeting. Along with this notice, the District shall send to each member a list of current and vacant positions.
3. The District shall schedule a meeting for bidding prior to the first workday of the school year. This meeting shall provide the opportunity to bid on positions for the school year. All members shall attend the meeting. If a member does not attend the meeting due to extenuating circumstances and has not made prior arrangements with the Association President to bid, his/her position shall be considered vacant and be put up for bid. (See Article X-G)
4. Bidding at this meeting shall be by seniority. Starting with the most senior employee he/she shall either remain in his/her current position or bid on any vacant positions. If an employee chooses to leave his/her current position, the position is put up for bid, starting over with the most senior employee.
5. After all vacant positions are filled; any employees left without a position shall be laid off. Any positions left unfilled shall be filled by new hires.

F. **Right to Bid While on Medical Leave**

Employees who are on an approved leave of absence shall retain their right to bid on a vacant position if the employee is scheduled to return from the medical leave within thirty consecutive working days from the date the new position begins. If the successful bidder is on an approved medical leave, his/her trial period will begin on the first day that he/she begins that position. In the event that the medical leave is extended beyond the thirty (30) consecutive working days, the position will be offered to the next highest bidder or be re-posted.

Employees on medical leave must request, in writing, that postings be sent to them.

## **ARTICLE IX - VACANCIES AND TRANSFERS**

A. A position is considered vacant when a position is newly created or an employee quits, retires, is discharged for cause, is laid off or transfers. In the event an employee is on leave for any reason, such position shall be considered vacant after ninety (90) consecutive workdays.

B. **Vacancies**

1. The Board agrees to notify each employee of all known vacancies and send a copy to the Association President and laid off employees at their last known address, if requested by laid off employees.
2. When school is not in session, notice of the posting will be sent to all current paraprofessionals at their last known address and employees on layoff list, if requested by laid off employees.
3. Any employee may apply in writing for a posted position.
4. A vacancy that the Board decides to fill shall be posted within fifteen (15) working days of vacancy. Vacancies shall be posted for five (5) working days.
5. All vacancies shall be filled within five (5) working days from the end of the posting period unless no candidates from within the bargaining unit have applied or the posting has been withdrawn. Vacancies known at the beginning of the school year will be filled at a general meeting.
6. A successful bidder shall be notified within one (1) workweek from the time a posting is completed unless it has been withdrawn.
7. Unsuccessful applicants for vacancies not addressed in a general meeting shall be notified in writing as to the disposition of the vacancy.
8. Vacancies arising after May 1 may be filled with a substitute through the end of the school year.

C. All paraprofessional positions, for purposes of this Article, shall be designated as Non-Bilingual or Bilingual. No position will be designated as both. All paraprofessionals shall be classified, based upon their initial "Letter of Hire," as Non-Bilingual or Bilingual. Paraprofessionals employed prior to the 1985-86 school year may be classified Bilingual Ed. while working a Non-Bilingual position or classified Non-Bilingual while working a Bilingual Ed. position.

- D. When a vacancy occurs in the bargaining unit, the position shall be offered to the most senior applicant from within the unit who has a current satisfactory evaluation. Any employee with an unsatisfactory evaluation may be granted the bid only with the approval of Professional Council.
- E. When a vacancy occurs in the K-12 program or in the K-12 summer school program, it shall be offered to the most senior qualified applicant from the bargaining unit who has a current satisfactory evaluation. Any employee with an unsatisfactory evaluation may be granted the bid only with the approval of Professional Council.
- F. Employees who transfer to a new position with the same job title shall have a five (5) workday trial period. Employees who transfer to a new position with a new job title shall have a five (5) workday trial period. If the trial period is unsuccessful, or at the request of the employer/employee, the employee shall be returned to their former assignment. The letter of appointment must be returned no later than the end of the trial period. The trial period will begin with the arrival of students.

## **ARTICLE X - WORKING CONDITIONS**

### **A. Lunch Period**

Paraprofessionals shall be guaranteed a duty-free uninterrupted lunch period of not more or not less than thirty (30) minutes. One or both of the paraprofessionals' paid rest periods may be combined with the lunch period with the agreement of the building principal and the paraprofessional.

### **B. Rest Period**

The paraprofessional will be provided with a fifteen (15) minute rest period as near as possible to the middle of each three (3) hour uninterrupted work period.

### **C. Snow Days**

When Act of God days are rescheduled, employees shall be required to report to work and shall be paid. Except as provided herein by the two (2) day limit, neither the closure of schools due to "Act of God Days" nor the rescheduling of such days shall act to increase or decrease the amount of compensation due to a bargaining unit member in accordance with their step and level on the Salary Schedule, including all salary schedules/payments set forth in any of the appendices prefixed with "A." The make-up "Act of God Days" shall be only as is required by State Law. The Board will pay only for the first two (2) days.

If schools are closed for three (3) or more Act of God days in a school year, the employees may elect to use a PTO day or lose a day's pay.

Should it become lawful, during the term of this Agreement, to permit "Act of God Days" without a requirement that such days be rescheduled.

### **D. Non-Unit Assignments**

The Board agrees to pay paraprofessionals the appropriate difference in hourly rates for hours worked at a non-unit assignment provided such difference is ten (10) cents per hour or more for all work normally performed by other bargaining units or cafeteria workers. Paraprofessionals may perform child supervisory duties in the lunchroom program or perform clerical duties for teachers provided such duties are not normally the responsibility of a school secretary. The difference in pay, if any, will be paid on the last pay of the school year. If paraprofessionals are asked to do work normally performed by cafeteria workers or non-

JPA bargaining unit members, it will be a joint agreement of the paraprofessional and the school principal. If such an agreement is not possible, the assignment of such cafeteria work will be to the junior paraprofessional assigned to the building.

**E. Work Day**

1. The hours of work will be scheduled by the building principal. Insofar as possible, paraprofessionals will be assigned to six (6) hour workdays. Where positions of less than six (6) hours are necessary, priority will be given senior paraprofessionals for the six (6) hour day. At the discretion of the District, a paraprofessional may be assigned more than six (6) hours per day.

Nothing herein shall be construed as prohibiting the District from reducing full-time positions to part-time positions or creating new part-time positions for financial or other reasons. The District will meet and consult with the Association before a final decision on reducing full-time positions to part-time or creating new part-time positions.

2. Paraprofessionals will be assigned reasonable caseloads/workloads. Unreasonable caseloads/workloads shall be discussed and resolved at the building level. If the Association and/or the Administration are not satisfied with the resolution at the building level, the matter shall be brought to Professional Council for resolution.

F. Whenever the temperature or wind chill index for Jackson reaches zero (0) degree Fahrenheit, recess duty will be indoors.

G. Paraprofessionals will be notified of their assignments each year no later than two (2) weeks before the opening of school, when possible.

H. Whenever the daily work time in any paraprofessional position is increased for the duration of the work year by more than fifteen (15) minutes, the position shall be posted in accordance with Section B of Article 9. If there is a good reason for allowing the same person to remain in the increased position, the issue of bidding for the position will be brought to Professional Council.

I. During a known absence of fifteen (15) work days or more, the next senior paraprofessional in the building may pick up any time over the six (6) hour day, if the paraprofessional is qualified for such time.

J. Paraprofessionals shall not be assigned a special education student and shall not be required to provide medical related services for special education students; but may be required to provide compensatory education to special education students in general education classrooms.

K. No paraprofessional shall be required to transport students.

**L. Medical Service to Students**

1. Latex gloves shall be readily available to each employee and must be used whenever working with any bodily fluids or discharge.
2. Employees shall not be required to perform an IEPC mandated health related/medical service to students.
3. The employee's responsibility shall be to secure appropriate assistance, consistent with building policy.



4. Employees shall be trained in the appropriate use of the "Heimlich Maneuver" and apply the skill when needed.
  5. In addition to the above, the following shall be applicable to clerical aides:
    - a) Employee service shall be limited to the dispensing of Band-Aids and ice packs, taking temperatures, and minimal assistance to determine the degree of injury or illness.
    - b) Employees shall not be required to administer non-prescription medication to students. Employees may be required to administer oral medications to students only under the following conditions:
      - (1) A current JPS School-Administered Medication Form has been completed, returned, and available to the employee.
      - (2) Medication must be administered in the presence of an adult witness.
      - (3) A School-Administered Medication Record must be maintained at a current status.
      - (4) The Employer shall indemnify and save harmless from any liability employees who administer medication to pupils.
- M. In emergency situations, when a teacher is absent and no substitute is available, the following will apply:
1. Paraprofessionals who meet the state requirements for substituting, if any, will be paid ten dollars (\$10) per hour in addition to their regular hourly rate for substituting for the classroom teacher.
  2. The District will attempt to secure a substitute for the paraprofessional. In the event no substitute is available, the paraprofessional will be paid ten dollars (\$10) an hour, per hour, for seven hours plus their regular hourly rate of pay.
  3. The parties agree that substituting for the classroom teacher shall be voluntary and there shall be no discrimination against employees who decline to substitute.
  4. As required by State guidelines, paraprofessionals substituting for classroom teachers will be monitored by the building principal for the length of the school day.
  5. At the beginning of each school year, each school will create a list of paraprofessionals who volunteer to substitute. No one may be added to the list during the school year except for an employee who accepts an assignment in a different school. The list will be arranged by seniority and monitored by the building principal and the Association. Paraprofessionals will be offered the substitute position by order of seniority.
  6. Full-time kindergarten and pre-school paraprofessionals, whose names are on the volunteer list, will be offered the substitute position in their classroom first. If the paraprofessional declines, the volunteer list will be used in order of seniority.
  7. A paraprofessional may watch a classroom for up to thirty (30) minutes without compensation. If the time goes beyond thirty (30) minutes, the paraprofessional is compensated for all time worked in the substitute position.

8. All volunteers will be offered the opportunity to substitute in order of seniority. If after the initial substitute experience the building administrator feels the paraprofessional did not perform as expected, he/she may bring the issue to the JPA Professional Council. The Professional Council will determine whether or not the paraprofessional will remain on the volunteer list.
- N. If a Paraprofessional is assigned to supervise Kindergarten students without a teacher present other than during lunch, recess, or bus duty, the following shall apply:
1. Beginning with the 2009-2010 school year, a computer lab shall be scheduled for use during that time.
  2. The Kindergarten classroom shall be available during that time as needed.
  3. If Paraprofessionals are responsible for students for more than thirty (30) minutes, and the Kindergarten day includes a rest or nap time, the Paraprofessionals shall supervise the rest period.

## **ARTICLE XI - LEAVES OF ABSENCE**

### **A. Paid Time Off**

Effective July 1, 2010, employees shall earn paid time off (PTO) as follows:

1. Employees hired before July 1, 2010, shall earn ten (10) PTO days per year at the rate of one (1.0) day for each full calendar month worked by ten (10) month employees.
2. Employees hired on or after July 1, 2010, shall earn six (6) PTO days per year at the rate of six-tenths (0.6) day for each full calendar month worked by ten (10) month employees.
3. All employees may carry over not more than five (5) PTO days per year to the next year (July 1 to June 30) and may accumulate not more than twenty (20) PTO days. If, at the end of a year, an employee has accumulated more than twenty (20) PTO days, the employee shall be paid for not more than five (5) of the accumulated days in excess of twenty (20). Any accumulated days in excess of twenty (20) for which the employee is not entitled to be paid shall be lost.
4. Employees hired before July 1, 2010, who have accumulated sick days may use such days as sick days after they have exhausted all of their PTO. Such accumulated sick days may be used for absences due to illness or a non-vocational accident of the employee, including disability due to pregnancy or termination of pregnancy, and for absences because of illness or disabling accident of the employee's immediate family (spouse, children and parents of the employee and spouse and other members living in the immediate household) or attendance at a ceremony where a degree is awarded the employee for such portion of the day as may be necessary but not to exceed one (1) day.
5. A record of accumulated PTO hours will be furnished each paraprofessional no later than October 15 of each school year.
6. PTO will accrue in units of hours on a prorated basis.

7. The Board may require proof of illness after three (3) consecutive unscheduled days. The cost of all physical and mental examinations will be borne by the Board, when requested by the Board, for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law of State regulations shall be borne by the paraprofessional.

**B. Leaves of Absence With Pay Charged Against Sick Leave Time**

1. **Personal accident involving workers' compensation.** Paraprofessionals injured while working for the Jackson Public Schools and thus becoming eligible for workers' compensation benefits shall have the following choices:
  - a) Accumulated leave days (PTO or accumulated sick days ) shall, on an optional basis to paraprofessionals, be available to injured paraprofessionals during the period they are unable to work as a result of an accident.
  - b) If paraprofessionals elect the option, their workers' compensation benefits shall be supplemented by school funds to give the equivalent of their regular daily rate of pay.
  - c) The paraprofessionals' leave pay (PTO and then accumulated sick days) is charged with a proportional amount of time lost, based on the ratio of school funds used to make the employee's regular daily rate of pay.

**C. Leaves of Absence With Pay Not Charged Against PTO or Sick Leave Time**

1. Absences because of death in the immediate family (spouse, children, grandchildren, mother, father, grandparents, brothers and sisters of the employee and spouse) not to exceed three (3) work days for each occurrence.
2. Absence when called for jury duty. The paraprofessional concerned will receive the monetary difference, if any, between their regular wage rate and jury pay.
3. Time to take selective service physical examination.

**D. Leaves of Absence Without Pay**

1. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act (FMLA). All unpaid leaves required by the FMLA shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided for in this Agreement.
2. Except for leaves required by the FMLA, leaves of absence without pay for a period not to exceed one (1) year with the concurrence of the Human Resources Office, the principal and/or the supervisor concerned, shall be granted to those paraprofessionals who have been employed in the Jackson Public Schools for one (1) or more years under the following circumstances. The Assistant Superintendent for Human Resources & Secondary Curriculum, or designee, may waive the one (1) year service requirement under exceptional circumstances.
  - a) Personal illness, including disability due to pregnancy or childbirth, when the request is accompanied by a physician's statement.
  - b) Prolonged illness in the immediate family, limited to spouse, children, or parents of the paraprofessional or spouse.

- c) Other reasons than the above when they are judged to be in the best interest of the paraprofessional, the educational program and the Jackson Public Schools by the supervisor, the principal concerned, and the Human Resources Office.
3. Requests for leaves of absence for periods in excess of thirty (30) days, must state the reasons and meet the other conditions stated in Paragraph A above, and must be submitted in writing to the Human Resources Office no less than fifteen (15) calendar days, when possible, prior to the effective date.
4. Duration of leaves shall be for one (1) year unless otherwise provided and may be extended by the Assistant Superintendent for Human Resources & Secondary Curriculum upon request.
5. Requests for such leaves must be submitted at least one (1) month prior to effective date of the leave. The Assistant Superintendent for Human Resources & Secondary Curriculum may waive this requirement, in exceptional circumstances.

## **ARTICLE XII - HOLIDAYS AND WORK DAYS**

**A. Holidays will be paid as follows:**

New Year's Day  
Martin Luther King Day  
Presidents' Observance Day  
Memorial Day  
Thanksgiving Day  
Christmas Day

Provided the paraprofessional was on a paid status the last workday prior to and the first workday after the holiday. Paraprofessionals will also be paid for special holidays as designated by the Board of Education.

- B. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday. In addition, any day may be designated a holiday by the Superintendent. If a holiday falls on a paraprofessionals' regularly scheduled day off, she/he shall celebrate such holiday on her/his closest regularly scheduled working day.
- C. Paraprofessionals shall work on all student days plus not less than three (3) professional development days and one (1) additional teacher work day each year when students are not in session.

## **ARTICLE XIII - COMPENSATION**

- A. The salaries of paraprofessionals, as covered in this Agreement, shall be set forth in Appendix A.

The Board agrees to provide each paraprofessional with her/his choice of either Plan A or Plan B of the insurance protection plans as provided below:

1. **Plan A**

a) **Prior to September 1, 2010.**

Full Family MESSA Choices II Plan (3P)

In-Network Deductible:	\$100 per person / \$200 per family
Out-of-Network Deductible:	\$250 per person / \$500 per family
Prescription Drug coverage:	\$10 Generic / \$20 Brand Co-Pay per Prescription
Office / Urgent / ER Co-Pay:	\$5 Office Visit / \$10 Urgent Care / \$25 Emergency Room Co-Pay
Adult Immunizations:	Covered
XVA – Rider:	Eliminates Voluntary Abortion Coverage

Employees shall pay ten percent (10%) of the MESSA Health insurance premium by payroll deductions.

**Effective September 1, 2010.**

The health insurance shall be Priority Health HSA POS 100% Plan with \$1,500 / \$3,000 deductible and \$10 / \$40 Prescription Drug Co-pay after the deductible.

The District shall pay \$1,200 / \$2,400 of the deductible each year. For the 2010-2011 school year, the District shall deposit \$1,200 / \$2,400 on or before September 15, 2010. For the 2011-2012 school year, the District shall deposit \$600 / \$1,200 on or before September 15, 2011 and \$600 / \$1,200 on or before March 15, 2012.

HSA accounts to be established at County National Bank.

Employees shall pay twenty percent (20%) of the Priority Health insurance premium by payroll deductions.

- b) MESSA Long-Term Disability
- c) \$10,000 MESSA Term Life Insurance
- d) MESSA / Delta Dental Plan E-07
- e) MESSA Vision (VSP 3)

2. **Plan B**

- a) \$50 per month for MESSA options or a Tax-sheltered annuity.
- b) MESSA Long-Term Disability
- c) MESSA/Delta Dental Plan Auto +/08
- d) MESSA \$20,000 Term Life Insurance
- e) MESSA Vision (VSP 3)

3. **Short-Term Disability Coverage:** A benefit of sixty-six and two-thirds percent (66 2/3%) of the paraprofessional's hourly rate shall be paid when the following conditions are met:

- a) The exhaustion of sick days;
- b) The expiration of thirty (30) workdays of illness; and

- c) The benefits shall be equal to those of the MESSA LTD program provided above. These benefits will continue until LTD benefits have begun.
- 4. **Sign-Off Dual Insurance Coverage Sheet** -- Appendix E
- 5. It is understood and agreed that there will be no duplication of coverage under medical insurance benefits by the paraprofessional if the spouse is offered medical coverage by the Jackson Public Schools Board of Education.
- 6. Paraprofessionals working more than thirty (30) hours per week shall be provided coverage as stated above.
- C. All wage increments are automatic.
- D. The Board may require paraprofessional participation at in-service training programs and faculty meetings. Compensation will be made at the paraprofessional's regular hourly rate of pay for the time involved.
- E. Yearly passes covering all athletic events shall be made available to paraprofessionals and guests from the high school. A written request along with one dollar (\$1.00) per pass shall be sent to the high school Athletic Director within two (2) weeks after the start of school. Such passes cover one (1) person only and are not transferable.
- F. Paraprofessionals who work summer school or after school hours, shall be paid at their regular hourly rate.
- G. **Terminal Leave**: An employee hired before July 1, 2010 who retires from the District in accordance with the State of Michigan Retirement Program shall be compensated at her/his current rate of pay for each day of unused sick leave accumulated before July 1, 2010, up to a maximum of sixty-five (65) days.
- H. Whenever any member of the bargaining unit is required to participate in meetings scheduled by the administration during working hours, they shall suffer no loss of pay.
- I. Paraprofessionals who are required to use their cars in the performance of their duties shall be reimbursed at the maximum mileage allowed by IRS without reporting such mileage as income. Portal to portal mileage is not eligible for reimbursement. In addition:
  - 1. Paraprofessional responsibilities will include keeping a daily mileage record unless the paraprofessional has a regular scheduled trip.
  - 2. Transportation to professional conferences or meetings requested by the Board will be reimbursed at the current per mile rate.
  - 3. Mileage allowance will be paid on a monthly basis.
- J. **Salary Credit Guidelines**

Salary credits will be given for classes taken under the following guidelines, unless the class is taken during the regular work hours:

  - 1. Salary credits will be given for academic classes, which could be applied to an education degree.
  - 2. One (1) salary credit will be accepted for a Typing/Keyboarding class.

3. Five (5) salary credits will be accepted for classes relating to computer operation. Additional credits may be given for job relevant computer classes, with pre-approval by the Professional Council.
4. Salary credits for Staff Development workshops and Summer Academy will be accepted.
5. All credits must be presented in the form of an official transcript from the post-secondary school at which the classes were taken or documentation by the Staff Development office. There is no time limit as to how "old" the credits may be.
6. Credits will **not** be given for specific vocational subjects, i.e., dental hygiene, bartending, or auto mechanics. Credits will **not** be given for classes taken in a Continuing Education program.

Transcripts and other documentation must be submitted to the Human Resources Office. The Professional Council will review them during their regularly scheduled meeting.

## **ARTICLE XIV - EMPLOYEE EVALUATIONS**

- A. Each school year the immediate building principal or her/his administrative designee shall submit written evaluations of the performance of each employee under their supervision. The evaluation shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided (Appendix B).
- B. Evaluations shall be made by the end of the probationary period. Thereafter, employees will be evaluated by March first of each school year. In preparing this report, the building principal or his/her administrative designee shall involve all supervisory personnel working with the paraprofessional at the time of the evaluation. Failure to evaluate as stated shall presume satisfactory in all categories.
- C. If an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. All evaluations must be discussed with the paraprofessional before they are submitted to the Superintendent or his/her designee and shall bear the signature of the evaluator(s) of the paraprofessionals. Paraprofessionals are required to sign the evaluation within two (2) working days to indicate that they have seen it. A paraprofessional's signature on the evaluation will not constitute approval of the evaluation, but indicates the paraprofessional has reviewed it.
- E. After consultation with the principal, his/her designee, or other persons in a supervisory position in relation to the employee who has been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the person(s) preparing the evaluation.
- F. Principals or their designee may, at any time, submit additional reports to the Superintendent, or his/her designee, concerning the performance of individual employees with the provision that such evaluations conform to the requirements set forth in this Article.
- G. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.

- H. In the event of an unsatisfactory evaluation, the employee may request re-evaluation after thirty (30) workdays.
- I. No comments shall be added to the evaluation by a supervisor(s) after the employee signs it.
- J. No employee shall be required to fill out a self-evaluation form.
- K. Evaluations shall be discussed in private between the evaluator and the employee.
- L. **Plan of Assistance**

Prior to a Plan of Assistance being issued, the administration will meet with the paraprofessional to discuss the deficiency. A Plan of Assistance to overcome identified deficiencies may be issued to an employee by the appropriate supervising administrator. This Plan of Assistance may be issued at any time during the course of a school year according to the guidelines and form set forth in Appendix C. It is understood such a Plan of Assistance is subject to the grievance procedure.

## **ARTICLE XV - EMPLOYEE IMPROVEMENT**

- A. There will be a minimum of two (2) paraprofessional workshops per year. Whenever teacher workshops pertain in any way to the teaching of math or reading, or in any other way in which paraprofessionals are involved with students, paraprofessionals shall be included.
- B. In cases where employees agree to attend a workshop or take additional specialized training at the specific request of the Board, their enrollment fees will be paid and their regular salary shall continue during the workshop or training period. Employees required to attend a workshop or take specialized training shall have their enrollment fee, materials and mileage paid by the Board when such training takes place outside the Jackson area, necessary expense for room and meals shall also be paid by the Board. Regular salary shall continue during this period. Employees may enroll in approved courses that would relate to their employment with the school District provided that:
  - 1. Enrollment in such courses must have prior approval of the Human Resources Office.
  - 2. Fees for approved courses shall be paid by the Board of Education.
  - 3. Courses shall be limited to two (2) per semester.
  - 4. Request for approval must be made in writing, stating course and fees at least two (2) weeks in advance of the first meeting.
  - 5. Paraprofessionals will receive notice of any credit or non-credit courses being made available to other employees of Jackson Public Schools.
  - 6. Fees for approved courses shall be paid by the Board if a grade of "C" or better is obtained in the course and a transcript of such grade/credit is furnished to the Human Resources Office.
- C. Any position that requires additional training shall be provided by the Board.
- D. The Board will make every attempt to provide necessary training and guidelines for temporary or substitute employees.



- E. Each school year, an in-service program will be provided prior to the first day of instruction. This program will acquaint bargaining unit members with discipline procedures that will be used:
1. The student handbook will be thoroughly reviewed and explained outlining the paraprofessional's role. This will be a meeting of all paraprofessionals. Each paraprofessional will receive the handbook.
  2. In a meeting of the building's paraprofessionals, rules and procedures for that building will be explained. Also, student penalties for violations of them will be made clear.
  3. It will be announced in both meetings that changes in policies will be explained in writing as they occur.
  4. The method for handling problems in the principal's absence will be given.
  5. Time will be allowed for recommendations to involve more fully the paraprofessionals in the school's program.
  6. Time will also be allowed for questions or concerns to be raised.

F. **Planning Committee**

A committee composed of the President of JPA, two members of JPA and up to three (3) administrators/instructional specialists will plan Staff Development as outlined in this Article, including:

- ◆ Fall and spring conference days (elementary)
- ◆ Records Day at the end of the first (1st) semester
- ◆ In-Service day prior to the first (1st) day of instruction

## **ARTICLE XVI - MENTOR PARAPROFESSIONALS**

A. **Mentor Paraprofessionals**

1. Each new paraprofessional shall be assigned a Mentor Paraprofessional during the new paraprofessional's first school year.
2. The mentor paraprofessional shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Participation as a mentor shall be voluntary.
3. The following shall apply to a Mentor Paraprofessional:
  - a. Mentors shall be paraprofessionals with at least one (1) year of experience and a current evaluation rating of 1 or 2.
  - b. Whenever practical, mentors shall work in the same building and shall have the same job description as the new paraprofessional.
  - c. Mentors shall not participate in the evaluation of a new paraprofessional.

- d. Each mentor shall be given the equivalent of one (1) workday each year in increments of time to observe and/or assist the mentor's mentee.
  - e. Each mentor shall be provided with one (1) salary credit for serving as a mentor during a mentee's first year. A mentor at salary Grade 4 will receive a fifty dollar (\$50.00) stipend.
4. The Association shall be promptly notified of all mentor assignments.

## **ARTICLE XVII - PROBATIONARY PERIOD FOR NEW HIRES**

- A. All new employees shall be probationary employees until they have completed forty-five (45) work days of service exclusive of any unpaid leaves or layoffs. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee can perform the job satisfactorily, which qualifies him/her for regular employee status. During the probationary period, the employee shall be represented by the Union for all purposes, except the employee shall have no seniority status and may be terminated at the sole discretion of the employer without regard to his/her relative length of service and without recourse to the grievance procedure and subject to Article VII, K. Upon the successful completion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last date of hire.

## **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board pertaining to this bargaining unit. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be prepared as soon as possible after signing, but not to exceed thirty (30) calendar days.
- C. Copies of this Agreement shall be provided for all employees, and a copy shall be sent to each new employee with their letter of appointment.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, only through the voluntary mutual consent of the parties, in written and signed Amendment to this Agreement.

## ARTICLE XIX - DURATION OF THIS AGREEMENT

**This Agreement** shall be effective as of July 1, 2010, and shall continue in effect through the last day of June 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

**In Witness Whereof**, the parties have executed this Agreement by their duly authorized representative.

**JACKSON PARAPROFESSIONAL  
ASSOCIATION  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN**

**THE BOARD OF EDUCATION  
JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN**

BY \_\_\_\_\_  
Sheryl Durham, Association President

BY \_\_\_\_\_  
David Halsey, JPS Board President

## Appendix A

### JPA HOURLY RATES

#### JPA INDEX

Class Grade	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11
1	1.00	1.06	1.12	1.18	1.27	1.38	1.49
2	1.03	1.09	1.15	1.21	1.30	1.41	1.52
3	1.06	1.12	1.18	1.27	1.38	1.49	1.60
4	1.09	1.15	1.21	1.30	1.41	1.52	1.63
5	1.15	1.21	1.27	1.36	1.47	1.58	1.69

#### Effective July 1, 2010

Class Grade	Step 1 Beginning Year	Step 2 Second Year	Step 3 Third Year	Step 4 Fourth Year	Step 5 5-7th Year	Step 6 8-10th Year	Step 7 11th Year
1	8.62	9.14	9.65	10.17	10.96	11.90	12.94
2	8.89	9.41	9.92	10.44	11.20	12.15	13.11
3	9.14	9.65	10.17	10.96	11.90	12.94	13.80
4	9.41	9.92	10.44	11.20	12.15	13.11	14.05
5	9.92	10.44	10.96	11.72	12.67	13.62	14.56

- Grade 1 High School Graduate with WorkKeys or Portfolio
- Grade 2 High School plus fifteen (15) Academic Hours from an Accredited College with WorkKeys or Portfolio
- Grade 3 High School plus thirty (30) Academic Hours from an Accredited College with WorkKeys or Portfolio
- Grade 4 High School plus forty-five (45) Academic Hours from an Accredited College with WorkKeys or Portfolio
- Grade 5 High School plus Associates Degree from an Accredited College in educational related classes.

If audited pupil count is more than six thousand one hundred seventy-six (6,176) pupils, employees on 6/30/2011 shall receive a Five Hundred and No/100 Dollar (\$500.00) lump sum on 6/30/2011.

#### Longevity:

The following longevity payments will be made when an employee reaches each milestone:

15 years	\$150.00
20 years	\$200.00
25 years	\$250.00
30 years	\$300.00
35 years	\$350.00

Payment will be made in the first paycheck in December. An employee must reach the milestone prior to December 31st of the year of payment, or it will be paid the next year in December.

In any given year, if the parties agree to a wage freeze, longevity will be postponed or suspended.

## APPENDIX B

### PARAPROFESSIONAL EVALUATION FORM

#### JACKSON PUBLIC SCHOOLS

EMPLOYEE \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_

BUILDING \_\_\_\_\_ DATE \_\_\_\_\_

**RATING SYSTEM** – In the space provided, write the number which best describes this person’s performance according to the following system.

- 1.     **Excellent**
- 2.     **Exceeds Job Requirements**
- 3.     **Meets Job Requirements**
- 4.     **Needs Improvement**
- 5.     **Unsatisfactory**

	Rating	Comments
Effectively interacts with, encourages and cares about students and their individual needs.		
Is able to appropriately relate to others: students, co-workers, teachers, administrators and public.		
Is flexible and has the ability to meet changing assignments.		
Is punctual, dependable and completes job responsibilities.		
Overall rating		

Annual Evaluation

Probationary Evaluation

**Supervisor's Recommendations**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

**Employee's Comments:**

**I have reviewed this evaluation.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

## APPENDIX C

### JPA - Plan of Assistance to Overcome Identified Deficiencies

Name \_\_\_\_\_

School/Dept. \_\_\_\_\_

Assignment \_\_\_\_\_

1. **Background Information**

Employee's Name  
School and/or Department  
Assignment  
Training Background  
Experience  
Date of Prior Conference for Deficiencies

2. **Statement of Deficiency**

This section should include:

Direct reference to evaluation instrument specifying area(s) of performance or behavior as unsatisfactory.

3. **Goals and Objectives/Plan/Responsible Party**

This section should include:

**Goals and Objectives**

Specific statements as to what is expected of the employee (tie to each area of deficiency).

**Plan**

A series of reasonable activities and timelines for each area of deficiency

**Responsible Party**

What assistance the administrator and other resources will offer?  
Who is responsible for each activity?

4. **Monitoring System**

This section should include: A statement of conference, observations and resources to determine progress.

5. **Final Outcome**

This section should include: A final assessment of the satisfactory or unsatisfactory achievement of the program.

6. **Employee Response**

This section should include the employee response to the Final Outcome.





Name \_\_\_\_\_  
(Page 2)

3. Goals and Objectives/Plan/Responsible Party

Objectives	Plan	Responsible Party

**Signatures:** The signatures below signify only receipt and delivery of the Plan.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name \_\_\_\_\_  
(Page 3)

5. Final Outcome

6. Employee Response

7. **Signatures** – These signatures are to confirm the Plan of Assistance has been completed. Signatures below signify only receipt and delivery of the Plan.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Copy Distribution:***

**APPENDIX D  
JACKSON PARAPROFESSIONAL ASSOCIATION  
Jackson Public Schools  
Jackson, Michigan**

**GRIEVANCE FORM**

Grievance # \_\_\_\_\_  
Refer to Agreement for time limits

Distribution of Forms

1. Personnel/Human Resources
2. Principal
3. Association President
4. Grievant
5. Grievance Chairperson

Building

Assignment

Name of Grievant

Date Filed

---

**LEVEL I and II**

Date Cause of Grievance Occurred \_\_\_\_\_

1. Statement of Grievance: \_\_\_\_\_

---

---

2. Relief Sought: \_\_\_\_\_

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. Disposition of Principal: \_\_\_\_\_

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL III**

1. Date received by Grievance Committee: \_\_\_\_\_  
Position of Grievance Committee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. Date received by Superintendent or Designee: \_\_\_\_\_  
Disposition of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. Position of Grievant and/or Association: \_\_\_\_\_  
Disposition of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL IV**

1. Date received by Board of Education or Designee: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL V**

1. Date submitted to Arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:** Each copy must be legible and complete. It is best, to avoid misunderstanding, to have photocopies or other similar reproductions. Additional sheets may be added to this form but must be retained in all copies.

**APPENDIX E**

**DOUBLE COVERAGE**

Any paraprofessional who, for any reason, retains group health insurance coverage with coordination of benefits from any source other than the health insurance provided by virtue of this Agreement, and his/her employment with the District, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment requires said coverage. The paraprofessional may select Plan A (with health insurance) if not taking health insurance elsewhere and shall otherwise be eligible for Plan B (without health insurance). Every paraprofessional shall annually verify in writing the existence or nonexistence of any such outside group health insurance coverage. The following form shall be distributed to all paraprofessionals during the open enrollment period:

"I hereby declare that the Health Insurance that I receive pursuant to Article XIII of the Agreement between the Jackson Public Schools and the Jackson Paraprofessional Association is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Letter of Agreement**  
between  
**Jackson Public Schools**  
and  
**Jackson Paraprofessional Association**

In consideration of the concessions made by the Association to reduce the cost of the services provided to the District by the members of the Association, the District agrees not to privatize any of the bargaining unit positions during the term of the Agreement (July 1, 2010 through June 30, 2012). The foregoing shall not apply to any bargaining unit positions privatized before July 1, 2010 and nothing herein shall prohibit, restrict or in any way limit the District from eliminating or discontinuing any of the services provided by members of the Association or from consolidating any such services with the Jackson County Intermediate School District or any other public school district. If the District consolidates any services that impact the Association, the District & Association agree to follow the outlined procedures found in the CBA referring to the displacement and reduction of staff.

This Letter of Agreement expires on June 30, 2012.

For the Board

By: \_\_\_\_\_  
Ben Pack, *Assistant Superintendant for Human Resources and Secondary Curriculum*

Date: \_\_\_\_\_

For the Association

By: \_\_\_\_\_  
*Sheryl Durham, Jackson Paraprofessional Association President*

Date: \_\_\_\_\_

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