

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION  
Of  
THE SCHOOL DISTRICT  
OF THE CITY OF HOLLAND**

**And**

**THE ORGANIZATION of  
PARAPROFESSIONALS**

**July 1, 2011 – June 30, 2012**

## **Recognition**

- A. Pursuant to the provisions of the Public Employment Relation Act, the district recognizes the Holland School Paraprofessional Organization as the certified and exclusive representative for employees in the unit defined immediately below.
- B. The unit includes all paraprofessional personnel employed by the district. Excluded are all other personnel of the school district including, but not limited to: instructional assistants, custodians, bus aides, administrative and certified personnel, secretaries, and other miscellaneous personnel.

## **Conditions of Employment**

- A. The district may require that an employee submit to a physical and/or mental examination by a physician of the district's choosing to determine if the employee has a physical or mental disability or handicap which would affect the employee's ability to perform the duties of his or her employment. Such requested examination shall be at the district's expense.
- B. The district shall pay for the required tuberculosis skin test.
- C. Attendance at Professional Staff Development specifically prescribed by an administrator is required. It is expected that individuals will apply themselves in such a way as to receive maximum benefit from such training. Should the prescribed PSD activity extend beyond the normally scheduled work hours, paraprofessionals will be paid at their regular rate.
- D. Utilization of paraprofessionals is described in Appendix A. Paraprofessionals are responsible immediately to the appropriate principal and teacher involved. Appropriate administrators may also assign specific obligations.
- E. To be considered for employment, a paraprofessional shall be skilled in the areas under consideration. In addition, should state or federal programs mandate skill or training levels it remains the paraprofessional's responsibility to meet those requirements.
- F. Paraprofessionals of vocational education classes are subject to the guideline established by the Michigan Department of Vocational Education.
- G. Each newly hired paraprofessional shall be on probation for a period of 60 days. Fringe benefits shall commence upon satisfactory completion thereof, except that sick leave accumulation shall be in force immediately upon employment.

## **Working Hours**

Starting time, lunch period, leaving time and the number of days worked will be determined by the appropriate administrator and the supervising teacher and be subject to approval by the Director of Human Resources. Lunch periods should not be considered part of the workday.

## **Evaluation**

Each paraprofessional will be evaluated at least once each year during the first two years of service. Paraprofessionals who have served two years or more shall be evaluated at least once every two years using the official district approved instrument. Evaluations may be done more frequently if in the judgment of the supervisor it is appropriate to do so. The evaluation shall be completed by May 15<sup>th</sup> of each year.

The building principal or other appropriate supervisor will have primary responsibility for completing the evaluation, but shall involve the teacher(s) with whom the paraprofessional works.

## **Vacancies and New Positions**

- A. Whenever a vacancy and/or a newly created position occur, notice of said vacancy or position shall be posted in each school building.
- B. In filling such a vacancy, consideration will be given to the ability and service of all present employee applicants. Appointments to vacant and/or new positions will not be made until at least five (5) working days following the notice of such vacancy. All applications must be submitted on-line to the Director of Human Resources.

## **District Rights and Responsibilities**

- A. The district on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, all rights, authority and responsibilities conferred and vested into it by the laws and the constitution of the State of Michigan and/or United States.
- B. Such responsibilities include, without being limited to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, terminate, and determine the size of the work force.
  - 4. Determine the services, supplies, and equipment necessary to continue its operation.
  - 5. Adopt reasonable rules and regulations.
  - 6. Determine the qualifications of employees, including health conditions.

## Holidays

Paraprofessionals shall receive regular pay for the following holidays provided specified requirements are met (listed below):

### \*\*Must Work Last Day Before

Yes*	Labor Day
Yes	Thanksgiving
Yes	Day after Thanksgiving

Yes	Christmas
Yes	Two Days during Christmas vacation
Yes	New Years Day
Yes	Memorial Day

### Must Work First Day After

Yes
Yes
Yes

Yes
Yes
Yes
Yes

\* *Only if school begins before Labor Day*

\*\* *In event of illness or emergency before or after a holiday, pay will be granted at the discretion of the human resources office.*

## Emergency of Closing of Schools

If an emergency and/or “act of God” necessitate the closing of Holland Public Schools, paraprofessionals will not be required to report for work. Paraprofessionals, if approved to work with a written “emergency day plan” signed by the principal, shall be paid when school is cancelled due to inclement weather, up to 2 days. When school is cancelled beyond two days per year, paraprofessionals will not be paid. When a “Code 1” is called, no employee may report and no pay is due. Employees may use personal leave time as compensation for the lost time, if they desire, and will indicate a personal day on their timesheet. When scheduled days of student instruction are rescheduled to insure the minimum required to maintain full funding, paraprofessionals shall work on any rescheduled days and will be paid at regular rate for each rescheduled day worked, if not previously paid.

## Method of Pay

- A. Each paraprofessional shall receive a Letter of Employment stating the wage rate to be received and the number of daily hours to be worked for the school year.
- B. Appropriate mileage allowance at a rate determined by the district will be granted for those paraprofessionals who regularly work in more than one building each day.
- C. Paraprofessional employees are paid on an hourly basis and will submit bi-weekly timesheets.

## Grievance Procedure

- A. Nothing contained herein shall be construed to prevent any individual employee from presenting a concern or grievance and having the concern or grievance adjusted without intervention of the organization, so long as the adjustment is not inconsistent with the terms of this agreement and provided that the organization is given an opportunity to be present.
- B. In the event a concern, complaint, or grievance cannot be resolved by informal discussion with the immediate supervisor, a formal grievance may be initiated.
- C. A grievance shall be defined as any alleged violation of a specific article or section of this agreement. In order to be a proper subject for the grievance procedure, a complaint must be submitted within ten (10) working days after the occurrence of the subject event. A formal grievance must be presented in writing and should state who is affected, the nature of the grievance, what sections of the agreement have allegedly been violated and the relief sought. Any grievance presented in writing, by the employee or organization, shall be answered in writing.
- D. In presenting and processing a formal grievance, the following steps shall be used:
  - Step 1:** The grievance shall be submitted in writing to the Director of Human Resources, with a copy to the representative of the organization upon the option of the grievant. The Director of Human Resources shall, within ten (10) working days after the receipt of the grievance, meet with the aggrieved employee and with the representative of the organization if the grievant wishes the representative of the organization present. The Director of Human Resources shall, within five (5) working days after the hearing, render his/her decision in writing to the aggrieved person with a copy to the organization representative present at the hearing.
  - Step 2:** If the grievance has not been satisfactorily resolved, the employee may submit the grievance in writing to the superintendent within five (5) working days of the Step 1 decision. The superintendent shall within ten (10) working days after the receipt of the grievance, meet with the aggrieved employee and with a representative of the organization present.

The superintendent shall, within five (5) working days after the hearing, render his/her decision in writing to the aggrieved person with a copy to the organization representative present at the hearing.
  - Step 3:** If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee may, within five (5) working days of the receipt of the superintendent's decision, submit an appeal to the Board of Education through the superintendent's office. The Board of Education shall, within fifteen (15) working days after the receipt of the appeal, meet with the aggrieved person and the organization representative present at the hearing.

The board shall, within five (5) working days after such a meeting, render its decision in writing to the aggrieved person with a copy to the organization representative.

## Leaves of Absence

- A. All paraprofessionals shall be granted sick leave days at the rate of one (1) day per full month of employment, accumulative to one hundred (100) days.
- B. Part time paraprofessionals shall be eligible for prorated sick leave benefits as stated in paragraph A, to be paid in accordance with their scheduled work time.
- C. Sick leave time may be used for absence from duty because of personal illness or injury. It may also be used for childbirth and complications of pregnancy. Complications of pregnancy must be documented by a statement from the paraprofessional's doctor certifying the complications and disabling time parameters.
- D. Sick days used for absence from duty because of illness in the immediate family shall not exceed five (5) working days per calendar year. Such days shall be deducted from accumulated sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household with whom one has an association equivalent to family ties.
- E. Employees will be allowed paid bereavement leave, without deduction from sick leave, for up to three (3) days per occurrence when there is death with the employee's immediate family. When there are extenuating circumstances (e.g. distant travel), the employee may elect to take an additional two (2) days per occurrence, deductible from sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household. A bereavement leave of one (1) day will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.
- F. Each paraprofessional shall be granted a maximum of two (2) days per year to conduct business of a personal nature which cannot be accomplished during other than normal working hours. At least two (2) days notice shall be given in writing to the appropriate school principal or supervisor, except in the case of emergency. Such personal leave, if not taken, shall annually be added to accumulated sick leave. A day herein is understood to be of equal length to the routine workday of a specific employee; i.e., if a paraprofessional works 5 hours per day, a personal day is 5 hours. Days may not be taken immediately before or after a holiday or vacation period.
- G. Child Care leaves will be granted for a period of up to one school year subject to the following conditions:
  - 1. Requests for such leave must be made in writing to the Director of Human Resources at least forty-five (45) days prior to the beginning of such leave.
  - 2. Any paraprofessional on such leave shall neither accumulate nor draw sick leave nor participate in district granted fringe benefits until again employed by the district.

3. Upon returning from such leave the paraprofessional may be assigned to the former position. If that position is not available, he/she will be assigned to a position consistent with his/her qualifications if such a position available. She/he will be placed on the pay schedule one step higher than when the leave was granted if the leave commences on or after the beginning of the second semester and includes the summer.
  4. To the degree possible the child care leave should coincide with the full semester.
- H. If it is believed by the district or its agents that any employee has abused any portion of a leave policy, the district may require an employee to submit proof of illness or submit to a physical or mental examination by an agent of the district's choosing to determine whether sick leave is warranted. Such requested examination shall be at the district's expense. In the event that the district determines that an employee has abused the leave policy, the district shall charge the employee an amount equal to the pay received for the leave days taken. Such abuse may result in a suspension and/or discharge.
- I. All accumulated sick leave shall terminate upon severance of employment.

### **Employee Assistance Plan**

- A. The district and the Paraprofessionals Organization recognize that alcohol or drug abuse by employees may create performance problems. The district and the Paraprofessionals Organization are likewise concerned with addressing the employment-related health consequences to employees from alcohol or substance abuse problems.
- B. The parties also recognize that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.
- C. Rehabilitation is also the primary responsibility of the paraprofessional. A paraprofessional's involvement in the Plan will be completely voluntary. A paraprofessional seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this agreement.
- D. A paraprofessional with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request participation in rehabilitation. However, a paraprofessional who fails to successfully complete rehabilitation may be subject to the disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of the agreement.
- E. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the district to maintain discipline or acceptable levels of employee performance. A paraprofessional participating in the Employee Assistance Program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of district policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures.

- F. The district encourages paraprofessionals to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the district shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the district shall also include similar programs or resources identified by the organization.

*The district shall not be responsible for either making direct referrals to such resources or for any monetary liability in connection with receipt of services by the Paraprofessional and his/her dependents. The identification of programs and resources by the district shall not be regarded as any representation by the district or its agents regarding the character, reliability or quality of such services or programs. (BOARD POLICIES 4170, 4231)*

### **Professional Staff Development**

Professional staff development through in service and conference opportunities is encouraged. Application for such attendance will be made through the appropriate administrator. The Director of Human Resources will decide final approval.

The District shall reimburse up to \$1000.00, per year to attend college courses directly related to the professional development of paraprofessionals who wish to further their career at Holland Public Schools. Any such classes must be taken in a planned program of study directly related to career development or advancement for a specific position. Any such class must be pre-approved by the Director of Human Resources. The decision of the Director of Human Resources will be final and will not be subject to the grievance process.

### **Payroll Deduction**

Upon appropriate written authorization from a paraprofessional, the district shall deduct from the earnings and make remittance for:

1. Tax sheltered annuity
2. Local banks and Credit Unions
3. Holland United Way, Holland Education Foundation, Holland Community Hospital Nursing Program, Aquatic Center Membership
4. Additional insurance benefits chosen from carrier options
5. Any voluntary fees or dues

Check-off authorization and insurance alternatives shall not be changed during the school year except:

1. Where new or additional check-off is requested to meet a new loan obligation.
2. Insurance coverage is modified as a result of the paraprofessional's changed family status.



**Wage Rates**

Paraprofessionals hired on or before January 1, 1989

<u>Step</u>	<u>2011-2012</u>
9	\$15.58

Paraprofessionals hired after January 1, 1989

<u>Step</u>	<u>2011-2012</u>
1	\$10.98
2	\$11.47
3	\$12.11
4	\$12.71
5	\$13.36
6	\$14.00

As of July 1, 2004, in the event of vacancies in the Safety Paraprofessional positions at the high school, the pay rate will revert back to the current parapro pay scale above. The pay scale that previously was named the ISS pay scale will be renamed Safety Parapro Pay scale. Currently there are 2 Safety Parapro at the high school that are being paid at a 50/50 ratio between the two pay scales. Any newly hired paraprofessionals hired for any position in the district will be paid at the regular parapro hourly rate above.

**Safety Paraprofessional Pay Scale**

<u>Step</u>	<u>2011-2012</u>
1	\$16.08
2	\$16.96
3	\$17.91
4	\$18.80
5	\$19.74
6	\$20.73

**Longevity**

After ten (10) years of service to Holland Public Schools as a paraprofessional, 25 cents shall be added to the hourly rate, effective when school starts. Cutoff date will be at the end of the semester. Pay rates will be adjusted July 1.

## **Insurance**

The district will provide insurance premium payments for all paraprofessionals hired prior to July 1, 2010 (those hired after July 1, 2010 will not be eligible for insurance coverage) on the following basis:

1. Coverage will be provided by a carrier(s) to be named by the district.
2. The provisions specified below pertain to full-time paraprofessionals (at least 6 hours per day). Paraprofessionals who work less than full time will receive a prorated benefit allowance which will be determined by dividing the hours worked per day by 6 and then multiplying by the appropriate dollar amount.
3. The district shall provide at district expense premium payments for full health insurance coverage at the following rates of coverage:

Single Subscriber	100% of premium
Couple or Self & children	*59% of premium
Full Family	*59% of premium
Cash in lieu of insurance	*\$100.00

*\* In order for the above field to be paid by the district, 40% of the paraprofessionals must select the cash in lieu of insurance in place of single subscriber insurance. With less than 40% of the paraprofessionals selecting cash in lieu of insurance, the district shall provide for single subscriber coverage only or at the employees option, cash in lieu of insurance of \$60.00 per month.*

## **Effective January 2006**

1. Choice of Blue Cross/Blue Shield Options for HSA or HRA
2. HRA - \$10/\$40 Drug Co-Pay
3. Paraprofessionals will be responsible for the first \$300.00 of the deductible for family or 2-person coverage. They will be responsible for the first \$150.00 of the deductible if single coverage is taken. The balance of the deductible will be paid by the district.
4. The district shall provide at district expense premium payments for dental insurance for all paraprofessionals.
5. All insurance programs will commence on September 1 of each year and will continue until August 31 of each year for all paraprofessionals who complete the full school year. Should employment be severed prior to the close of the school year, benefits shall cease on the date of termination or leave of absence.
6. When a paraprofessional is absent due to illness, the board will continue to pay its share of hospitalization for a period in compliance with the Family Medical Leave Act (FMLA) requirements. Upon the expiration of FMLA, the district paid insurance will cease. Hospitalization coverage may be continued beyond this date at the employees' expense and according to carrier policy. Should the illness cease during a vacation period, the district would resume payment of premium, provided a doctor's written verification of ability to work is presented.

## APPENDIX A

### State of Michigan Department of Education

#### *Utilization of Non-Certified Person in Elementary and Secondary Schools*

The rules governing the certification of Michigan teachers require that teachers be certified.

**1. Paraprofessionals are not certified,** they must be qualified by meeting paraprofessional NCLB (*No Child Left Behind Act*) requirements of 2 years of college coursework or complete the appropriate alternates allowed.

Paraprofessionals may be assigned to (1) perform non-instructional duties, or (2) assist in instructional related activities.

1. Responsibility for day-to-day instructional activities shall rest with certified teachers.
2. School districts may employ non-certified personnel for:
  - a. Non-instructional duties
    - (1.) Maintenance and disciplinary activities in lunchrooms, on playgrounds and in other school settings.
    - (2.) Traffic control to protect children crossing streets on the way to and from school.
    - (3.) And many other duties as judged appropriate by employing school districts.
  - b. Instructional related duties.
    - (1.) Complementing instruction (i.e., assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping with the class.)
    - (2.) Supplementing instruction (i.e., assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher.)
    - (3.) Reinforcing instruction (i.e., assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups.)
3. All non-certified personnel engaged in complementing, supplementing or reinforcing instruction shall be under the meaningful direction and supervision of a certified classroom teacher.
4. Paraprofessionals may not be given full responsibility for instruction. A certified teacher must assign and must supervise activities performed by paraprofessionals, and must provide meaningful direction. For example:
  - a. A certified teacher must be present during instructional activities each and every school day.
  - b. A certified teacher may sometimes be temporarily absent during the school day.
  - c. A certified teacher always must be responsible for the assigned instruction of a classroom.
5. All non-certified personnel engaged in non-instructional duties shall be under the meaningful direction and supervision of a school administrator or his/her delegate.