

**PROFESSIONAL AGREEMENT**

**BETWEEN THE**

**LIVONIA PUBLIC SCHOOLS  
SCHOOL DISTRICT**

**AND THE**

**LIVONIA PARAPROFESSIONALS'  
ASSOCIATION**

**July 1, 2011 — June 30, 2013**

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BETWEEN THE  
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT  
AND THE  
LIVONIA PARAPROFESSIONALS' ASSOCIATION**

**ARTICLE I—RECOGNITION**

The District recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all full-time and regular part-time paraprofessionals employed by Livonia Public Schools, but excluding supervisors, vocational paraprofessionals, lunchroom monitors, and all other employees not included above.

## ARTICLE II—ASSOCIATION SECURITY

### **Section A. Agency Shop**

Each employee who, on the effective date of the Agreement, is a member of the Association may authorize dues deductions for the length of this contract. Each employee hired on or after the execution of this Agreement shall be bound by the same dues requirements. Any employee who is not an Association member and who does not make application for membership shall, as a condition of employment, pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount determined by the Association, or in the alternative, a court of competent jurisdiction. In no event shall the representation (service) fee be greater than the dues of the Association.

In the event that dues and assessments, or a service fee (as referenced above) shall not be paid, the Board, upon receiving a signed statement from the Association indicating that a bargaining unit member has failed to comply with the conditions of this article, shall immediately begin payroll deduction of said fee,\* subject to the foregoing; all payroll deduction for political contributions (e.g., MEA-PAC/NEA Fund for Children and Public Education) must be submitted on a signed authorization form in accordance with law.

*\*MCLA 408.477; MSA 17.277(7)*

### **Section B. Association Dues Checkoff**

The District agrees to deduct the Association membership initiation fee, or service charge to non-members, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made or see Section A. of this Article. Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the District's Business Office. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the tenth (10th) of the succeeding month after such deductions are made.

**Section C. Save Harmless Clause**

The Association shall indemnify and save the District harmless against any claims, demands, suits and other forms of liability that may arise by reason of the District's complying with the provisions of this Article.

**ARTICLE III—DEFINITIONS**

**Section A.** Whenever the term "District" is used, it shall mean the Board of Education of the Livonia Public Schools School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

**Section B.** Whenever the term "Association" is used, it shall mean the Livonia Paraprofessionals' Association, Michigan Education Association-National Education Association (MEA-NEA) and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

**Section C.** Whenever the term "employee" is used, it is to include any member or members of the bargaining unit.

**Section D.** Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.

**Section E.** Whenever the term "Director" is used, it shall mean the Director in charge of Human Resources covered by this Agreement.

**Section F.** Whenever the term "immediate supervisor" is used, it shall mean the administrator or supervisor in charge of the work location or functional division or group. Yearly, the Association will be notified in writing the name of each employee's immediate supervisor(s).

**Section G.** Whenever the term "Association representative(s)" is used, it shall mean the person(s) designated by the Association to represent an individual or group of employees, including the MEA Representative.

**Section H.** **Instructional Paraprofessional** shall mean those paraprofessionals working with a certified person in a classroom

setting, including Early Childhood, Title I, middle school non-special education, etc.

**Section I.** **Bi-lingual (ESL/LEP) Paraprofessional** shall mean those paraprofessionals who speak a foreign language and work with a certified person in a classroom setting or tutorial setting with limited English speaking children.

**Section J.** **Special Education Paraprofessional** shall mean those paraprofessionals who are assigned to work with special education students, including transportation.

**Section K.** **Non-Instructional Paraprofessional** shall mean those paraprofessionals working as building control and/or parking lot paraprofessionals.

**Section L.** **Media Center/Technology Paraprofessional** shall mean those paraprofessionals who have media center/technology assignments.

**Section M.** Whenever the term "full-time employee" is used it shall mean those paraprofessionals who work six (6) hours or more per day.

**Section N.** "Seniority Employee" shall mean a member who has completed his/her probationary period.

**Section O.** Long-term Substitute is a person who holds a position because a bargaining unit member is on a sick leave. A long-term substitute may also fill a temporary position in the special education classification, generally for no more than the equivalent of a semester, where an IEP recommendation is pending or because of administrative need. If a long-term substitute is anticipated to be placed for longer than three (3) weeks, the Association will be notified.

**Section P. Assignment**

An assignment will be defined as the position an employee holds in a program, classification and bracket. An assignment can change when an employee is moved to another position in the program where he/she is assigned while maintaining his/her original classification and bracket. Assignment changes can occur when a reduction in force is necessary because of Board of Education action and employees are reassigned according to Article XIX – Reduction in Force/Recall. Employees can request a

change in their assignment (voluntary transfer). An assignment change can occur within a program without an employee request. These changes will be based on the needs of the program and/or students.

**Section Q. Voluntary Transfer**

A voluntary transfer will be when an employee requests and is moved from one classification and/or bracket to another, or from one position in a program/bracket to another position in a different program/building.

**Section R. Involuntary Transfer**

An involuntary transfer can be made from one position to another within the same classification and bracket when an employee has been notified that because of evaluation issues or a situation that is outside of the control of the employee, he/she needs to be involuntarily transferred to a new assignment. The employee will be notified in writing of the reason for the change prior to the involuntary transfer being made. An involuntary transfer will not create a situation where an employee will move to a lower bracket.

**Section S. Obligation List**

A list will be created and maintained from year to year of employees who are laid off or placed in a reduced assignment because of a reduction in force. Employees will remain on the list until he/she has been returned to his/her original bracket. Employees who refuse a recall position to his/her original classification and bracket will be removed from the list.

**ARTICLE IV—MANAGEMENT RIGHTS CLAUSE**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the Livonia Public School District.



- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
- C. The right to direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, the institution of new and/or improved methods of changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine the place of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights from employees as specifically provided for in this Agreement.
- J. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria and not in conflict with this Agreement.

- K. Nothing in this Agreement shall limit in any way the right of supervisors to perform production and maintenance work in a training, supervisory, instructional, or emergency capacity as they have in the past.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the District, the adoption of policies, rules and 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.

## **ARTICLE V—ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**Section A.** Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, and that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**Section B.** Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours in accordance with building use policies. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, the School District e-mail system, and other established media of communication shall be made available to the Association and its members for the dissemination of appropriate information.

**Section C.** The District agrees to furnish to the Association, in response reasonable requests from time to time, information concerning the allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance.

**Section D.** The Association shall receive a report of all employees covered under this Agreement stating: name, place of assignment, seniority date and classification after changes in assignments have been made that will alter the number of hours an employee works along with the factors that are listed above.

**Section E.** When necessary to process grievances as outlined in Article XVIII, bargaining unit members involved shall not lose time or pay when such meetings are scheduled during working hours. For the purpose of handling grievances as outlined in Article XVIII, the employee shall select the Association representative of their choice.

**Section F.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that it shall not interfere with nor interrupt normal school operations.

**Section G.** The Association has a bank of eighty (80) hours per year with pay for representatives to attend conferences and workshops. Upon request, an additional twenty (20) hours may be made available. Permission for absences under this provision must be secured in advance.

## **ARTICLE VI—EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**Section A.** Employees are expected to follow the job related direction of the staff member to whom the paraprofessional is assigned to support, and/or his/her immediate supervisor.

**Section B.** When discipline or restraint of students is deemed appropriate, paraprofessionals shall follow directions established by the staff member to whom the paraprofessional is assigned to support and/or his/her immediate supervisor.

**Section C.** Employees who wish to leave their buildings during working hours must follow building policies.

**Section D.** When an employee is unable to report to work on any given day, he/she shall contact the person designated for reporting absences as early as possible, but no later than sixty

(60) minutes prior to his/her reporting time, and state the reason for his/her absence. In the event the employee knows that he/she will not be able to return to work the next day, he/she shall report this fact to his/her building supervisor, or the supervisor's designee, before 2:00 PM of the day of his/her absence.

**Section E.** Employees recognize that excessive absenteeism (beyond the yearly allocation) or a pattern of tardiness shall be avoided whenever possible and may be grounds for disciplinary action.

**Section F.** A paraprofessional taking a job with Livonia Public Schools outside of the unit, and outside of any other Livonia Public Schools bargaining unit, may retain recall rights as a paraprofessional if he/she continues to pay dues.

A member wishing to return to the paraprofessional unit may return at the beginning of the school year providing he/she gives notice by June 30 prior to the beginning of the school year he/she wishes to return.

A member who wishes to return during the school year must return to a clear vacancy and must have the approval of the Director of Human Resources.

**Section G.** Employees will be notified of complaints against them if the complaints are to be placed in the personnel file. The employee shall acknowledge he/she has read the complaint by initialing the matter with the understanding that the initialing merely signifies that the employee has read the complaint and does not necessarily indicate agreement with its contents. The employee shall have the opportunity of having a written answer to the complaint filed with the complaint, provided such answer shall be filed within thirty (30) days.

**Section H.** Each employee shall have the right, upon request, to review his/her own personnel file maintained on that employee by the Livonia Public Schools Human Resources office. A representative of the Association may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

**Section I.** Uniform allowance will be provided for transportation, high school building control and parking lot paraprofessionals, and other paraprofessionals as approved by the District.

The District shall continue its practice of providing each employee as described above with a uniform allowance. The uniform allowance shall be \$325. This allowance is to be used by the employee to purchase pants, shirts, shoes, jackets, etc., according to the needs of the particular department. The allowance shall be paid by July 15 of each year. Appropriate uniforms must be worn at all times.

In the event the district decides to initiate a vendor system for the purchase of uniform apparel, transportation paraprofessionals will be required to utilize the District plan to purchase clothing.

**Section J. Responsibilities Beyond the Workday**

1. Employees may be asked to participate, outside the normal workday, in staff meetings. Reasonable advance notice shall be given for required meetings. The curriculum meetings, department meetings, IEP meetings, evaluation meetings, parent conferences, student activities, field trips, open house, and other activities must be approved and deemed necessary by the building supervisor. If participation is required, employees will be given reasonable notice (at least 72 hours) and shall be compensated for their attendance.
2. Employees who work less than full time will not be required to attend additional staff meetings after their workday.
3. Required staff meetings should cover topics/areas that are directly related to the job responsibilities of the paraprofessional.

**Section K. Support for Handling Students with Medically Related Needs**

1. The District's administrative or teaching staff and/or other appointed professionals will be responsible for providing paraprofessionals timely and necessary instruction and training to render services, including first aid, to students with medically related needs.
2. If such training is done after the workday, the paraprofessional will be compensated at their hourly rate and reasonable advance notice will be given.

3. Employees shall be informed and given applicable training concerning the appropriate school policy and laws regarding the administering of first aid and dispensing medicine.

**Section L. Paraprofessional Advisory**

In buildings where multiple (more than three (3)) paraprofessionals are assigned, representatives from the paraprofessionals assigned to a building may meet periodically with his/her building administrator to discuss areas of concern.

**ARTICLE VII—SENIORITY**

**Section A.** Seniority shall be defined as the length of service within the District as a member of the bargaining unit. A new member's seniority date shall be established when he/she successfully completes the probationary period and shall reflect the first day of employment as a regular employee in the unit.

**Section B.** In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

**Section C.** An employee shall be terminated and lose his/her seniority rights if he/she:

1. quits;
2. is discharged;
3. is laid off for a period equal to his/her seniority or three (3) years whichever is greater;
4. fails to accept recall to a suitable position or fails to report to work at the designated time and place ten (10) calendar days after recall. All recall notices shall be sent to the address of record in the Human Resources Department by certified mail;
5. retires;
6. fails to return from an authorized leave of absence, without permission or a reasonable excuse at designated time for the leave termination;

7. is absent for fifteen (15) consecutive days without a reasonable excuse acceptable to the District.

**Section D.** It shall be the responsibility of each employee to notify the employer of any change of address or telephone number.

The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

**Section E.** Seniority dates in effect at the time this Master Agreement goes into effect shall be permanent. All seniority employees shall accrue seniority on a continuous basis.

**Section F.** Any leaves granted after July 1, 1981 shall accrue seniority.

## ARTICLE VIII—GENERAL QUALIFICATIONS

**Section A.** The District agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities, or membership or participation in the activities of the Association or any other Union.

**Section B.** The District will not aid, promote, or finance any group or organization which purports to engage in collective bargaining, or make any agreements with any such group or organization for the purpose of undermining the Association.

## ARTICLE IX—DISCIPLINE AND DISCHARGE

**Section A.** Rules and regulations governing conduct and performance of employees shall be reasonable. No employee shall be disciplined without just cause.

**Section B.** Employees involved in disciplinary proceedings will be notified in advance and have the right to have an Association representative present. When a request for representation is made, the parties will work together to schedule the meeting as soon as reasonably possible.

**Section C.** An employee shall have the right to appeal through the grievance procedure.

**Section D.** Demotion or discharge of any employee is subject to the grievance procedure beginning at Step three (3).

**Section E.** The responsibility for discipline of any employee shall lie with the Director of Human Resources or his designated representative. He shall notify the Association in advance of his action except in unusual circumstances. No paraprofessional shall be disciplined or discharged without due process.

**ARTICLE X—HOLIDAY LEAVE**

**Section A.** Employees are entitled to the following paid holidays at their daily rate:

- |                                   |                    |
|-----------------------------------|--------------------|
| Independence Day*                 | Christmas Day      |
| Labor Day                         | New Year's Eve Day |
| [Wednesday Before Thanksgiving**] | New Year's Day     |
| Thanksgiving Day                  | Good Friday        |
| Day After Thanksgiving            | [Memorial Day]     |
| Christmas Eve Day                 |                    |

\* Shall include summer school employees and transportation paraprofessionals who are regular employees during the school year.

\* Less than twelve month employees who continue in their classification beyond their regular work year may qualify for holiday pay for Independence Day or Labor Day subject to the provisions in this Article.

\*\* In years when this day is not designated as a day off on the school calendar, the parties will meet to determine the additional day in the school year that will be the additional designated holiday.

Days in brackets are suspended for the duration of the agreement. Employee has the option to use earned vacation time.

**Section B.** Employees are required to work on the day immediately before and after the aforementioned holidays or be on approved paid leave of absence to benefit from this Section. \*Employees who do not work a five (5) day schedule will have



holiday pay prorated. For example, a person works four (4) seven (7) hour days a week,  $28 \text{ hours} \div 5 = 5.6 \text{ hours per day}$  used to pay for a holiday.

**Section C.** When a paid holiday falls on a Saturday or Sunday, it shall be observed as a paid holiday in conformance with the school calendar.

**ARTICLE XI—VACATION SCHEDULE**

**Section A.** Employees shall be granted a vacation with pay computed as of September 15 each year as follows:

<u>Completion of Service to the District</u>	<u>Less than 12 Month Employees</u>
1-12 months	1 day per each month worked
1-4 years of service	12 days (10.50)
5 years of service	13 days (11.50)
6 years of service	14 days (12.50)
7 years of service	15 days (13.50)
10 years service/over	20 days (17.50)

*Amounts in parenthesis illustrate the correct number of days.*

**Section B.** These days will be paid days and not taken as time off work unless the employee chooses to use vacation time in order to fulfill the long term disability qualifying period. Days will be paid during the Winter (December) and Spring (Easter) vacation periods and other days when the paraprofessional is not scheduled to work. Vacation days can be used on days designated as professional development. Holidays as designated in Article X—Holiday Leave, falling within the vacation period shall not be counted as vacation days. Paraprofessionals will elect which non student days during the school year, he/she chooses to designate as vacation day(s). All unused vacation credit shall be paid at the end of the school year unless the employee chooses to have the unused vacation time rolled over to his/her sick leave bank to a maximum of seventy (70) days. This request must be made by the employee in writing by May 15th of each school year. Paid vacation shall be considered time worked. Days will be prorated for anyone who does not work a full year. \*Employees who do not work a five (5) day schedule will have vacation pay

prorated. For example, a person works four (4) seven (7) hour days a week,  $28 \text{ hours} \div 5 = 5.6$  hours per day used to pay for a vacation day.

**Section C.** Employees who work beyond the regular school year will receive vacation credit for each two (2) weeks or ten (10) days worked based upon the service credit computation in Section A., above. See example below:

2 weeks or ten (10) days = one-half (1/2) day  
4 weeks or twenty (20) days = one full (1) day  
6 weeks or thirty (30) days = one and one-half (1-1/2) days, etc.

## **ARTICLE XII—EMPLOYEE ABSENCES AND LEAVES**

### **Section A. Sick Leave**

1. Each school year sick leave days shall be earned at the rate of one (1) day for each four (4) weeks worked; generally, ten (10) days for a full school year. \*Employees who do not work a five (5) day schedule will have sick pay prorated. For example, a person works four (4) seven (7) hour days a week,  $28 \text{ hours} \div 5 = 5.6$  hours per day used to pay for a sick day.
2. New employees shall be entitled to six (6) days sick leave on the first day of employment. After a three (3) month period, a new employee may be granted the balance of his/her sick leave for that year.
3. If the new employee does not finish his/her year of employment, the used, unearned sick leave shall be deducted from the final paycheck.
4. An employee's unused sick leave days, at the end of each year, shall be allowed to accumulate for use in future years.
5. Employees shall be given an accounting of accumulated sick leave each September.
6. Unused sick leave days shall be maintained in each employee's bank, but shall not accrue during any unpaid leave of absence.

7. Up to ten (10) of the above days may be used for family illness. Family shall be defined as; spouse, child or parent. (See also Section D for extended family medical leave.)

### **Section B. Extended Medical Leave Options (Definitions)**

1. Family Medical Leave (FMLA)— Employees who qualify according to the provisions of the Family Medical Leave (FMLA) will have health insurance coverage for the length of the leave (up to 12 weeks) and will have his/her position held until the employee returns from leave. Sick leave days must be used. Any time beyond the employee's personal sick leave accumulation will be unpaid. Voluntary short term disability can be used if the employee is participating in the program. See section C for more specific details.
2. Short Term Disability—This is a voluntary program for employees who enroll during the yearly open enrollment period. Qualifying participants will be able to access short term disability coverage when his/her annual sick leave days are depleted. Employees will also have the option of using portions of sick leave with short term disability not to exceed 100 percent of the employee's salary. Short term disability can be used in combination with Family Medical Leaves (FMLA). See Appendix F and Article XIII—Insurance for specific details.
3. Long Term Disability—Long term disability coverage is provided by the District for qualifying members who are on an extended medical leave. An employee's sick day(s) (bank) and/or voluntary short term disability time in combination with an employees sick leave days (bank) may be used to fulfill the long term disability qualifying period. Members who qualify for long term disability can be on long term disability and retain rights as described for medical leave of absence for up to two years. See Appendix G and Article XIII—Insurance for specific details.
4. Medical Leave of Absence—Employees who have depleted his/her sick leave days and sick leave bank and who do not have short term disability may request an unpaid medical leave of absence. Employees who do not qualify for Family Medical Leave (FMLA) or who have

exhausted their FMLA leave should consider this option. Employees can be on a medical leave of absence and be receiving long term disability coverage. Employees who need extended time to care for health concerns of immediate family may also access this provision. See Section D. for specific details.

5. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) work days will change based on the number of days beyond the thirty days the member stayed on leave. The seniority date of the member will not be affected.

### **Section C. Family and Medical Leave Act (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the District will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or,
4. The employee is unable to perform the essential job functions because of a serious health condition.

As of February 2008, an employee who is the spouse, son, daughter, parent or the next of kin of a covered service member can take up to 26 weeks of FMLA leave during a single 12 month period to care for the injured service member. The same eligibility requirement applies for employees requesting a leave under this category. Regulations as established by the Department of Labor will be followed when granting leaves under this provision.

FMLA leaves are only available to employees who have been employed by the District for at least twelve (12) months and have worked 1,080 hours during the previous twelve (12) month period. Full time employees who are scheduled to work six or more hours will qualify for FMLA whether or not the 1,080 hours as indicated above are met.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

An employee requesting a FMLA leave must provide the Director of Human Resources at least thirty (30) days advance notice of when the leave is to begin. If such notice is not feasible, then notice is to be provided as soon as possible.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement. Employees granted such leave must utilize accumulated vacation days, accumulated personal business days, and sick days after which time the leave is unpaid.

When a leave denoted as (3) above is granted, the employee must utilize accumulated sick leave time, accumulated vacation days, and accumulated personal business days, after which time the leave is unpaid.

When a leave denoted as (4) above is granted, the employee must utilize accumulated sick leave days and accumulated personal business days, along with accumulated vacation days, after which time the leave is unpaid. Employees who have purchased the short term disability coverage may use the coverage when his/her annual sick leave days are exhausted and/or in order to reach the qualifying period for long term disability.

Employees who are expecting to need long term disability and who have purchased short term disability may also use portions of unused sick time to supplement the short term disability coverage during the long term disability qualifying period.

Leaves designated as (3) or (4) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The District reserves the right to

require the employee to obtain the opinion of a second health care provider designated or approved by the District concerning any information within the medical certification.

When a FMLA leave designated as (1) or (2) above is granted to spouses who are both employed by the District, the total amount of time on leave (in total for both employees) cannot exceed twelve (12) weeks of FMLA time.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The District may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the District.

The District will continue to provide an employee's medical, optical and dental insurance while he/she is on a FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on a FMLA leave shall not engage in any outside or supplemental employment.

The District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

If the employee has not satisfactorily completed the probationary period at the commencement of a FMLA leave, then upon cessation of the leave, the employee must work the days needed to complete the probationary period.

#### **D. Extended Medical Leave of Absence**

1. An employee may be granted a leave of absence, without pay, due to personal illness. An employee who is ill for a length of time greater than his/her accumulated sick leave and who does not qualify or has exhausted his/her family medical leave (FMLA) must apply for an extended leave of absence within thirty (30) days from his/her last paid sick day or the exhaustion of FMLA benefits.
2. Insurance benefits for which the employee is eligible at the time such leave is requested will be continued for the duration of such leave, up to one (1) year with the following understandings:
  - a. Employees who qualify to receive long term disability will receive health insurance benefits for one year from the date that the long term disability coverage begins.
  - b. Employees who are on an approved extended medical leave and do not qualify for long term disability will have health insurance coverage for one year from the date that the employee's sick leave days are exhausted.
  - c. Upon return to work, the employee must complete one full year of service according to the employee's individual contract, before the employee would be eligible for the year coverage of health insurance while on a leave. This does not preclude the employee from using his/her accumulated leave days (sick or personal) and/or vacation day(s).
3. Qualifying employees who are on an extended medical leave of absence beyond the FMLA and who choose to participate in the short term disability program may access short term disability coverage to reach long term disability coverage. If possible, application for such leave shall state a definite return date from the leave.
4. Written application for a medical leave shall be made by the employee to the Director of Human Resources.

5. Employees who need an extended medical leave may apply for long term disability as defined in Appendix G. Eligible employees may access unused sick days to supplement long term disability pay, not to exceed 100 percent of pre-disability earnings, for up to one year of leave time.
6. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in a job as close as possible to the one held when leave began. The District reserves the right to have an employee examined by his/her own physician before his/her return to work. This shall be at the expense of the Board of Education. In some cases, the services of a mutually agreed upon third physician may have to be secured.
7. A person returning from medical leave has priority (including seniority) over a person who takes a personal leave. When two (2) persons are on medical leave and wish to return, the person with the most seniority will be placed first. The employee returning from an extended medical leave will be placed in the first available vacancy. If no vacancy exists, the bumping procedures will be implemented per Article XIX, Section B and D.
8. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence. Maximum leave shall not exceed two (2) years unless the employee is covered by long term disability.
9. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted; e.g., an employee on leave of absence who accepts employment elsewhere.
10. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the member stayed on leave. The seniority date of the member will not be affected.
11. An employee may be granted up to one (1) year leave of absence, without pay, due to personal or immediate



family illness. Immediate family shall be defined as father, mother, husband, wife, son or daughter, or other persons in similar relationship to the family household. The employee who takes a leave under this provision will be eligible for the same benefits as described above except that short term disability and long term disability does not cover absences related to the care of a family member. Insurance benefits for which employee is eligible at the time such leave is requested will be continued for the duration of such leave, up to one (1) year.

#### **Section E. Personal Leave**

1. An employee who has been employed for one (1) year or more may be granted up to one (1) year leave of absence, without pay, due to personal reasons.
2. Written application for such leave shall be made by the employee to the Director of Human Resources two (2) calendar weeks prior to the leave-taking, except in cases of emergency nature.
3. Leave of absence for personal reasons may be extended to a maximum of two (2) years.
4. Leave of absence as described shall be without pay or fringe benefits.
5. An employee's leave of absence cannot be rescinded unless it can be proven that such employee has not adhered to the terms or conditions under which the leave was granted.
6. A person on a personal leave may request to return before the leave has ended. The person shall be placed in the first open vacancy for which he/she is qualified and has the seniority.
7. An employee requesting return from a personal leave shall be placed in the first vacancy at his/her classification for which he/she is qualified so long as there is no one on layoff with more seniority. If there is no vacancy, the paraprofessional requesting return from leave must wait until the following school year. At that time, the rights to an assignment will be in accord with provisions of layoff and recall in Article XIX.

8. Requests to return from Personal Leave shall be submitted to the Human Resources Office by June 1, of the year the leave is to end.
9. The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the member stayed on leave. The seniority date of the member will not be affected.

#### **Section F. Other Leaves**

An employee shall be excused from his/her regular duties for jury duty, or the attendance at court pursuant to a subpoena in a work connected civil or criminal case provided he/she is a non-party witness or a defendant. He/she shall be paid the difference between his/her regular rate and such amount as he/she may receive as a juror or for witness fees.

#### **Section G. Personal Business**

1. Two (2) days per year from the paraprofessional's leave bank may be used as personal business days at any time, for any reason, except immediately prior to or immediately following any recess period lasting longer than five (5) school days. Additionally, district-wide, paraprofessionals (as a group) will be limited to taking no more than 25 personal business days on any date.
2. Employees are permitted two (2) days per year for personal business. If unused, the personal business days shall be added to the individual's sick bank.
3. Employees are permitted to use their personal business days for official church holidays, provided notice is given in advance.

#### **Section H. Bereavement**

All employees shall receive up to five (5) days leave, if necessary, with pay, without deduction from sick or personal days, because of death in the family. Family shall be defined as: mother, father, sister, brother, husband, wife, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any person in loco parentis.

Employees may request one (1) bereavement day to attend the funeral of a close personal friend.

**Section I. Returning from Unpaid Leave**

The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the member stayed on leave. The seniority date of the member will not be affected.

**Section J. Military Leave—Long Term (greater than thirty (30) days)**

A military leave of absence without pay shall be granted to employees who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. The Board reserves the right to give increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained but shall not accrue during military leave.

**Section K. Military Leave—Short Term (up to thirty (30) days)**

An employee called during the school year for National Guard or Reserve Duty necessary to the national security as shown by proper authority, shall be granted special leave for this purpose and shall be compensated for the difference between the employee's pay received for the performance of such duty, if any, up to the end of the contract year. Special leave shall not be deducted for either sick leave or personal business leave.

**ARTICLE XIII—INSURANCE**

**Section A. Qualifications**

To qualify for benefits, the following provisions apply:

1. Paraprofessionals hired prior to September 1981, shall qualify for full family benefits as long as they hold a paraprofessional position with Livonia Public Schools of twenty (20) or more hours per week.
2. Paraprofessionals hired after September 1981, and before October 1, 2005 shall qualify for single coverage if they work twenty (20) to twenty-nine (29) hours per week, or qualify for up to full family coverage if they work thirty (30) or more hours per week. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions.
3. Paraprofessionals hired after September 2005 shall qualify for single coverage if they work twenty-five (25) to thirty-four (34) hours per week or qualify for up to full family coverage if they work thirty-five (35) or more hours per week. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions. Paraprofessionals laid off after September 2005 and later recalled would not be treated as new hires.
4. Beginning in the 2010-11 school year, all new employees who qualify for health insurance coverage by working 25 or more hours per week will receive single coverage. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions. This provision will not apply to members who are laid off and recalled to employment with the District prior to the implementation of this language. Laid off employees would return to the same level of coverage that the employee received prior to being laid off.

#### **Section B. Insurance Protection—Cash In Lieu**

A LPA member who qualifies for health insurance and who chooses to opt out of medical healthcare as outlined in Article XIII below will receive \$208.33 for each full month in the period from July 1 to June 30 in which the employee is not covered by the District health insurance plan. This amount, less applicable deductions, will be paid on a date as agreed upon by the District and LPA leadership. The employee will not be eligible for this payment in any month in which he/she is covered on the health

insurance provided through the school district as a spouse or dependent of another employee in the school district. If after choosing to opt out of District medical healthcare the status of the member changes, he/she may re-enroll in the District healthcare program and not receive the cash in lieu payment

**Section C. Coverage**

The District shall pay the premiums to provide hospitalization, major medical, long term disability, and life insurance for eligible employees and their dependents as defined under approved District policy and as defined in this agreement. This coverage is subject to the terms and conditions of this agreement and between the District and the carrier and as defined in the HAP HMO 250/500 deductible plan.

When using a participating physician, the plan will have a twenty-five dollar (\$25) co-pay.

Emergency room, urgent care and other physician costs are covered as part of the HAP HMO 250/500 deductible plan when service is through an affiliated provider within the service area. Out of the service area, emergency room and urgent care services are covered when medically necessary.

This plan includes prescription coverage with a co-pay of \$10.00 for generic and \$20.00 for brand name drugs.

Paraprofessionals who are covered by the District health insurance as defined in Article XIII—Insurance will continue their level of contribution on a pre tax basis by the amount below through the 2012-2013 school. This amount will be deducted from 20 pays.

Single coverage	\$28.00
Two-person coverage	\$38.00
Family coverage	\$48.00

If there are health insurance increases for the 2012-2013 school year as determined by comparing those premiums with those for the 20-11-2012 school year, the District agrees to pay the first five percent (5%) of that increase, those paraprofessionals taking health medical insurance through the District will pay through the District's health care contribution up to the next five percent (5%), and the District will be responsible for any remaining increase.

Regarding the implementation of this section, the parties agree to meet to verify insurance increases and the liability to each party.

If any increased costs fall to those LPA members taking health medical insurance, the parties further agree to meet to determine what each member owes.

**Section D.** Employees may take advantage of one of the following two (2) plans:

**PLAN I**

1. HAP HMO 250/500 deductible.
2. Long Term Disability Insurance coverage as defined in Appendix G.
3. Life insurance \$40,000.
4. Dependent life insurance (\$5,000 spouse, \$2,500 child).

**PLAN II**

1. Long Term Disability Insurance coverage as defined in Appendix G.
2. Life insurance \$55,000.
3. Dependent life insurance (\$5,000 spouse, \$2,500 child).

**Section E. Long Term Disability**

Included in the Long Term Disability plan (under Plan I or Plan II) is the ability for the employee to utilize available sick days in addition to the long term disability benefit for up to one year. This will give the employee the ability to collect 100 percent of salary during this period of time. After one year period or when the sick days are depleted, disability benefits will be as described in Appendix G. If the sick days are not used in addition to the LTD benefits, the LTD benefit will be as described in Appendix G.

**Section F. Dental Plan**

The District will provide coverage under the dental care package which includes Class I, II, and Class III benefits for eligible

dependent children to age 19. Class III benefits are at the 80% co-pay with a dollar lifetime limit of \$800 per eligible dependent.

**Benefits are defined as follows:**

1. **Class I**—Basic dental services—to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services
2. **Class II**—Prosthodontics Services—bridges, partial and complete dentures.
3. **Class III**—Includes procedures for the prevention and correction of malposed teeth (orthodontics).

Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.

**Section G. Vision Care Plan**

United Healthcare Vision insurance coverage will be defined and added as Appendix E.

**Section H.** Employees shall have the right to increase their insurance coverage by personal contribution through payroll deduction. This includes the ability for employees to purchase during an open enrollment period a voluntary short term disability benefit plan as described in Appendix F.

**Section I.** Written application must be filed by the new employee within thirty (30) days of employment or within thirty (30) days of eligibility. Changes in existing coverage for current employees may be made yearly during re-enrollment periods.

**Section J. Employee Deferred Compensation**

All employee deferred compensation plans approved by the District shall be made available to employees.

## ARTICLE XIV—FILLING VACANCIES

**Section A.** A vacancy is defined as a position which the District declares it will fill. If the District decides not to fill the position, the Association shall be notified within five (5) working days.

**Section B.** Job postings shall state classification duties, qualifications, hours, length of work year. All vacancies or new position(s) shall be posted for at least five (5) working days prior to having the position filled.

1. Paraprofessional job postings shall be handled and displayed in the same manner as other employee job postings. Employees shall be informed as to the procedure in each building.
2. Any paraprofessional vacancies which become known after the school year ends shall be posted on the District Web site and e-mailed to any member who has requested a posting, is on the Obligation List or has requested a transfer. Copies shall be sent to the Association Office and President.
3. Current employees must notify the District of his/her interest in applying for any posted position.

**Section C.** The Director of Human Resources shall have the final authority to assign all classified personnel after policies listed above have been followed.

**Section D.** No positions will be posted until the layoff and bumping procedures in Article XIX are concluded.

**Section E.** If an employee applies for a vacancy in a lower hour bracket and gets the assignment, the employee assumes that "part-time" status and has no rights to bump to a higher job bracket. To again increase one's hours, the employee would have to apply for a transfer or a vacancy. When an employee's hours are reduced because of the layoff process, the employee has full rights of recall as outlined in Article XIX.

**Section F.** An employee shall not lose seniority when they move (transfer or apply for vacancy and receive the position) from one classification to the other.



**Section G.** The applicant selected under this Article shall be subject to a trial period of up to sixty (60) workdays to prove his/her ability to do the job.

1. An employee who determines he/she cannot do the job shall be returned to his/her old job if it has not been filled. The posting period is a minimum of five days.
2. If the District determines that the employee cannot do the job, and the employee's old job has been filled, the District shall make an effort to place the employee in a vacancy as close to the bracket as possible from the position the employee was holding prior to the move. If no vacancy is available, the employee may be laid off or involuntarily transferred. The employee, if laid off, may exercise his/her bumping rights, contained in Article XIX, at the beginning of the next school year.

**Section H. Voluntary Transfers**

A voluntary transfer is:

1. a move from one position to another, within a classification and "bracket";
2. a move from one classification and/or bracket to another;
3. or, a move from one position in a program/bracket to another position in a different program/building.

Employees who wish to be considered for a voluntary transfer may submit transfer requests at any time to the Director of Human Resources. A new list shall be started on March 15 each year. The old list shall be discarded. An employee may withdraw a transfer request prior to any announcement that he/she has been transferred.

In the event an opportunity occurs for transfers because of a resignation, retirement, promotion, multiple transfer requests, etc., the Director of Human Resources will consider the voluntary transfer request(s) and the need for any involuntary transfers prior to filling a vacancy from the Layoff List or posting a vacancy. Factors to be considered shall include but not be limited to continuity of assignment from one year to the next, experience and background, qualifications, and needs of the program/assignment, as well as seniority.

A vacancy need not be available to transfer employees who have voluntary transfer requests on file. Multiple job transfers may be made with or without a vacancy being a part of any transfer. If a transfer is implemented and a vacancy is utilized during the move (s), the resulting vacancy that occurs because of the transfer(s) shall be posted unless employees from the classification where the vacancy exists remain on the Obligation List. In this case, the position will be filled by a laid off employee from the Obligation List.

The decision of the Director of Human Resources to fill or not fill the vacancy with either a voluntary or involuntary transfer shall be final. Any resulting vacancy shall be posted or filled from the layoff list, whichever is appropriate.

Transferred employees shall be subject to a trial period of up to sixty (60) days of work to prove ability to do the job provided. In the event the employee is unable to satisfactorily perform the job, Section G shall apply.

#### **Section I. Involuntary Transfers**

1. An employee may be involuntarily transferred from one position to another within the same classification and bracket due to his/her inability to satisfactorily perform the duties required by a position. In such a case, written evidence of inability shall be required as proof. An employee may also receive an involuntary transfer because of a situation that is outside the control of the employee and in order to facilitate another necessary involuntary transfer. An involuntary transfer will not create a situation where an employee will move to a lower bracket or different classification.
2. Employees being involuntarily transferred shall be notified in person by the appropriate administrator. The Association shall be informed.

**Section J.** Transfers (both voluntary and involuntary) to a new job in the unit shall be to the same pay level (bracket) as the person presently holds.

## **ARTICLE XVI—CREATION OF NEW POSITIONS**

When a new job is created, the District and the Association will meet to determine the job description, classification and rate structure for the new position.

If the parties are unable to resolve the pay rate then the District shall establish a rate and post the position and fill the position according to contract. The Association may within ten (10) working days following the meeting file a grievance at Step Three of the grievance procedure.

## **ARTICLE XVI—WORKING CONDITIONS**

### **Section A. Control of Students**

1. A paraprofessional who is performing his/her duties in a responsible way in compliance with the law and in compliance with the policies and regulations of the Board of Education shall receive the support of the Administration in the maintenance and control of students.
2. Throughout their workday, employees will assume an active role in supervising students.
3. Employees will be expected to remain on duty as long as needed in the event of an emergency situation as determined by the building supervisor or his designee. The employee will be paid at the appropriate rate for all emergency duty. Time spent past forty (40) hours in emergency situations will be paid at time and one half.

### **Section B. Teacher Absences**

In the event a paraprofessional is assigned to “cover” a classroom during a teacher absence and no substitute is present, the paraprofessional shall be paid, in addition to his/her regular rate of pay, an additional forty dollars (\$40) for a full day, or twenty dollars (\$20) for one-half (1/2) day. Paraprofessionals assigned full time to a special needs student will not be used for classroom coverage.

When the teacher of record is not in the classroom for more than 45 minutes, the paraprofessional will be paid in addition to his/her regular rate of pay, an additional forty dollars (\$40) for a full day, (after 3-3/4 hours) or twenty dollars (\$20) for more than 45 minutes of one-half (1/2) day. Paraprofessionals who cover classes for less than 45 minutes will not receive additional compensation. When a teacher returns briefly to “check in” and leaves again prior to the minutes/hours guidelines as listed above, the paraprofessional(s) will get the additional money due as designated above, as if the teacher never returned.

When more than one paraprofessional is covering the classroom in a situation as described above, the additional twenty dollars (\$20) or forty dollars (\$40) will be split, and/or rotated between the paraprofessionals assigned to the classroom.

If, in a building there are two teachers out and only one teacher substitute can be provided, the paraprofessional who receives the forty dollar (\$40) stipend will be rotated whenever possible.

### **Section C. Mailboxes**

Paraprofessionals will be provided with individual mailboxes at their work location and school e-mail addresses.

## **ARTICLE XVII—INCLEMENT WEATHER**

Nothing in this Article shall require the District to keep schools open in the event of severe inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb, and safety of the District's paraprofessionals. In those instances when it is judged appropriate not to operate the District's buses because of severe inclement weather, the schools shall be closed and paraprofessionals shall not be required to report for duty, unless specifically requested.

There shall be no deduction in pay for those employees not required to work. If the state requires the District to reschedule the day, employees are expected to report for work without further compensation. Employees required to work on the rescheduled snow day shall receive their normal rate of pay.

If the snow day occurs on a day when the paraprofessionals are scheduled for a partial day (parent teacher conferences, final exam days, etc.) and the day is rescheduled and paraprofessionals are expected to report, the paraprofessional will be paid a full days pay for the snow day.

The Superintendent or his designee shall make every effort to announce such school closings one (1) hour before the earliest reporting time by notifying the local radio and TV stations and the District Web site.

## **ARTICLE XVIII—GRIEVANCE PROCEDURE**

**Section A.** It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.

**Section B.** For the purpose of this Agreement, a "grievance" is defined as an alleged violation of a specific Article and Section of this Agreement. Written grievances shall be on a form provided by the District and shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all of the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. When a grievance involves more than one (1) employee or a group of employees, the grievance may be signed by only one (1) of the aggrieved employees. (If the grievance encompasses other employees, they shall be so indicated.) The purpose of this is to inform the District the extent of liability involved in the grievance. All written grievances must be filed with the immediate supervisor within thirty (30) days of the occurrence. Grievances that do not involve the actions of the immediate supervisor will be filed at Step Three (3) within 30 days after the employee knows of the occurrence of an alleged violation.

### **STEP ONE (Oral)**

Within thirty (30) days after the employee knows of the occurrence of an alleged violation, the employee shall request a conference between the aggrieved (with or without his/her Union

representative) and the building administrator (or Supervisor of Transportation, if appropriate). The building administrator (or Supervisor of Transportation) shall render a decision within five (5) workdays of the conference.

### **STEP TWO (Written)**

If the grievance is not settled at Step One, the employee shall, within five (5) workdays of the discussion at Step One, work with the Union representative to reduce the grievance to writing. A copy of the grievance shall also be filed with the building supervisor and the Association. The building administrator (or Supervisor of Transportation) shall respond in writing within five (5) workdays.

If the grievance is not settled at Step Two, the employee shall, within five (5) days of the date the written disposition is received, appeal the grievance to the next step.

### **STEP THREE**

A copy of the written grievance and the decision of the administrator or supervisor shall be presented to the Human Resources Office for the appeal review within the period provided. Within five (5) workdays of the receipt of the grievance appeal, the Director of Human Resources and/or his/her designee shall meet with the aggrieved employee and/or the Association representatives for a review of the grievance. The Director of Human Resources or his/her designee shall, within five (5) workdays of the meeting, render a written decision of the District. A copy will be given to the aggrieved, the Association representative and the Union MEA representative.

### **Section C. Arbitration**

If the grievance is not resolved in Step Three of the Grievance Procedure, either the Association or the District may submit the grievance to arbitration by notifying the other party within ten (10) days after the answer to Step Three. The submission to arbitration shall contain a statement of the issues to be arbitrated, reference to the specific Article and Section allegedly violated, the contention of the party filing for arbitration, and shall be signed by the Local Association President or his/her designee and the employee involved.

Within the ten (10) days following receipt of the written notice of

intent to arbitrate, the Association and a representative of the District shall file a demand for arbitration with the American Arbitration Association, with a copy to the other party. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

Failure to comply with any of these provisions shall render the grievance non-arbitrable.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited by this Agreement, after due investigation, to make a decision in cases of alleged violation of a specific Article(s) and Section(s) of this Agreement. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He/she shall have no power to establish salary structures or change any salary or wage. He/she shall not substitute his/her judgment for that of the District's as to the qualifications and ability of an employee, if such judgment was not arbitrary or capricious.

In rendering decisions, the arbitrator shall give due regard to the responsibility of management as conditioned by this Agreement. If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before hearing the merits of the grievance. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above.

It shall be final and binding on the Association, its members, the employee(s) involved, and the District.

The fees and expenses of the arbitrator shall be shared equally by the parties. All other costs and expenses of arbitration, including filing fees and witness expenses, shall be borne by the party incurring them.

**Section D.** Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This, and all other time limits for any part of the grievance process, may be extended by mutual consent of the parties. The word days in this Article refers to workdays.

**Section E.** No back payments or wages shall be awarded for any period prior to thirty (30) days prior to the date of filing of a written grievance. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation he/she may have received from any source during the period of the back wages.

*Note: Grievance Form in Appendix B.*

## **ARTICLE XIX—REDUCTION IN FORCE/RECALL**

### **Section A. Introduction**

When there is a reduction in the work force, employees so affected shall be displaced in accordance with the provisions of this Article.

### **Section B. Classifications**

The classifications shall be:

1. Special Education (employees assigned to work with special education students, including transportation)
2. Instructional (early childhood, Title I, middle school non-special education, etc.)
3. Bi-lingual (ESL/LEP) (employees who speak one or more languages and work with limited English speaking students)
4. Non-Instructional (parking lot and building control)
5. Media Center/Technology (media/technology assignments)

There shall be three "brackets" in the Paraprofessional Classifications. These include:

1. Six (6) or more hours.
2. Four (4) but less than six (6) hours.
3. Less than four (4) hours.



### **Section C. Mutually-Exclusive Classifications**

Classifications are mutually exclusive for the purposes of the layoff/recall and bumping procedures.

### **Section D. Layoff/Reduction Procedures**

No bargaining unit member shall be laid off or reduced in hours unless she/he shall have been notified of such layoff or reduction at least two (2) weeks prior to the end of the school year. The effective date of layoff will be June 30 except for probationary employees, who may be laid off or reduced with no notice requirement and who shall be laid off or reduced before seniority employees. If a midyear reduction is necessary due to a reduction in school funding, paraprofessionals will receive a two (2) week notice prior to the effective date of the midyear layoff. In addition, employees who did not get a reasonable assurance stamp before the end of the school year and who will not be laid off will be told their assignments two weeks prior to the start of the school year. A paraprofessional whose job is being eliminated or whose hours are reduced shall be reassigned according to the following procedures:

1. For the purpose of this Article, layoff and recall shall be based upon seniority. Periods of leave or layoff do not interrupt seniority.
2. The laid off employee, if he/she has more seniority, shall bump into the position held by the least senior employee in the same classification and bracket. If a bumpable position does not exist, (i.e., the laid off employee is the least senior in the bracket), the laid off employee shall, if he/she has more seniority, displace the least senior employee in the next lower "bracket" in that classification. The process continues, if needed, through to the lowest "bracket". (Note: If two (2) or more employees are so affected in any "bracket", the administration shall assign the paraprofessionals within the "bracket".)
3. Be placed on layoff.

### **Section E. Laid Off Employees**

1. A laid off employee may apply for a voluntary transfer or

apply for a vacancy and be considered for a position in another classification (instructional, non-instructional, special education, media/technology, bi-lingual/ESL). The employee seeking a transfer or applying for a vacancy to the new classification shall be placed after employees in that classification have had their transfer requests considered. Any laid off employee who is transferred or receives a new position in a new classification under this section shall be kept on the obligation list and have recall rights to his/her original classification for the length of the employees' seniority. Employees in these new positions who are recalled to his/her original classification and bracket and reject a recall to his/her original position will lose his/her recall rights to the paraprofessional's original classification..

2. Upon notifying the District and fulfilling the application process to be a substitute, a laid off employee will be given the opportunity to be placed in a daily substitute position at his/her last regular rate prior to a substitute being hired from outside the bargaining unit.
3. The District will fill the long-term substitute positions by seniority, with laid off LPA members from any classification, who have requested to work in such a position. When/if a long-term position becomes permanent, provisions of the LPA Master Agreement will be in effect to determine how the position will be filled permanently.

#### **Section F. Recall**

When a vacancy occurs in a higher "bracket", the laid off employee with the most seniority shall be reinstated (recalled). Note: If two (2) or more employees are so affected in any "bracket" because of multiple vacancies in that "bracket", the District shall assign the paraprofessionals being recalled.

1. A laid off employee may refuse a recall to a vacancy in a lower "bracket" than originally held. That employee shall have no right to any vacancy in his/her classification unless the vacancy occurs in a higher "bracket".
2. A displaced working employee shall accept any reinstatement (recall) offer to a higher "bracket".

3. The reinstatement (recall) period shall expire when the employee is returned to the "bracket" from which he/she was originally displaced. The employee will then be removed from the Obligation List.
4. Reinstatement (recall) rights are valid for two (2) years or a period of time equal to the employee's seniority, whichever is longer. After this period of time, the employee will be removed from the Obligation List.

#### **Section G. Notice of Recall**

In the event a paraprofessional on layoff is mailed a notice of recall to a position in the bargaining unit, by certified mail, to his/her last known address on file in the Human Resources Office, and such paraprofessional does not notify the Director of Human Resources in writing, by certified mail, return receipt requested, within ten (10) days, by e-mail or phone call after such offer of his/her acceptance, then such paraprofessional shall have no further rights of reinstatement, unless approved by the Director of Human Resources in writing, and shall be considered to have voluntarily resigned.

#### **Section H. Conditions**

During layoff, neither wages or fringe benefits will be paid, nor will sick days or wage increments accrue, but upon recall, unused sick days at the start of the layoff shall be reinstated.

#### **Section I. Change of Address/Telephone**

It shall be the responsibility of each employee to notify the employer of any change of address or telephone number. The employee's address and telephone number as it appears on the employer's records shall be conclusive when used in connection with the layoffs, recall, or other notices of employment.

#### **Section J. Continuing Benefits**

Laid off employees shall have health and life insurance continued for up to ninety (90) days from the effective day of the layoff.

**Section K.** All earned vacation days will be paid for at the time a laid off employee is paid for the final days worked prior to layoff.

## ARTICLE XX—TERMINATION OF EMPLOYMENT

**Section A.** The best interest of the employee and the District will be served where both share the obligation to provide reasonable notice in writing when termination of employment is under consideration. Less than two (2) weeks notice may be considered unreasonable except as circumstances warrant such action.

**Section B.** Employees terminating their services with the District are entitled to vacation pay for all accrued vacation if applicable, payable at the next payroll period following the date of termination, except when the initial one (1) year probationary period has not been completed.

## ARTICLE XXI—PROFESSIONAL GROWTH ON THE JOB

**Section A.** Meetings of employees are essential for purposes of organization, to facilitate integration of work schedules, and meet emergency situations. Such meetings shall be held from time to time as mutually agreed to between the Association and the District. If participation is required, employees shall be compensated.

**Section B.** On an ongoing basis, the Association shall present a list of appropriate in-service/professional development topics, to the Administration at a Personnel Relations meeting. The recommendations will be reviewed by the Director of Human Resources or his/her designee and jointly the parties will determine how these topics will be handled.

**Section C.** Tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to five hundred dollars (\$500) annually subject to the following:

1. Obtain written approval from the Director of Human Resources PRIOR TO the start of the class or workshop:
2. Present receipts along with evidence of successful completion.

3. An additional twenty (20) time bank days will be allocated to paraprofessionals to attend job related workshops, classes or conferences that are scheduled on student attendance days. Requests for these days will be made to the Director of Human Resources and filled on a case by case basis until the days are depleted. Employees will not be required to use personal leave days or sick days to attend such activities

**Section D.** At the end of each school year (by May 15), the Association will receive information regarding the amount of money that paraprofessionals used during the school year for professional development as described in Section C. above. The Association will also receive information concerning the budget allocation for professional development that has been established by the District for the next school year. After reviewing the information, the District and Association will discuss whether or not a portion of the budget can be designated for district provided paraprofessional professional development activities for the next school year. This decision will be made yearly and must be a mutual agreement between the parties.

**Section E.** The District agrees to schedule relevant paid in-service or building activities for paraprofessionals in each classification for at least one half (1/2) plus two (2) of the scheduled teacher curriculum/professional development days (the equivalent of six (6) hours for each professional development day). Other non-student days may be scheduled for professional development. Yearly, the paraprofessional staff will be notified in a timely fashion the specific dates the professional development will be scheduled. Mandatory professional development may be scheduled for medically related topics, topics concerning school safety and other topics as deemed appropriate by the District. Every effort will be made to give advance notice of mandatory professional development. If not possible, prior notification (at least 48 hours) for mandatory professional development will be given.

By the end of each school year, each paraprofessional who attends professional development or is involved in an approved workday activity will have the opportunity to work the equivalent of one half plus two professional development activities day(s) during each school year. (The equivalent of six hours for each professional development day). Paraprofessionals who chose to use professional development days or workday opportunities as a

day off may use vacation days to be compensated and the hours for hour time off will be included in the overall professional development requirement.

## ARTICLE XXII—WORK SCHEDULE

**Section A.** The normal work schedule for most regular, full-time employees shall be a maximum of eight (8) hours a day and a maximum of forty (40) hours per week, Monday through Friday, and a minimum of six (6) hours a day and thirty (30) hours a week provided nothing herein shall be construed as a guarantee of hours worked per day, or days worked per week. Para-professionals who are scheduled to work less than full time (less than six (6) hours) are expected to work their assigned hours. Additional work time required beyond their regularly assigned hours must have prior approval by their supervisor and employee will be paid his/her regular rate.

**Section B.** Employee work schedules may vary due to the special needs and circumstances peculiar to building and/or departments. Upon approval from the building administrator or program supervisor and the Human Resources department, additional days will be scheduled for employees to report to work when students are not in session. These days can include and not be limited to days at the beginning of the school year, workdays, semester workdays, parent teacher conference period, testing periods and at the end of the school year. Employees will be scheduled to perform activities directly related to his/her position and classification. When possible, these days should be scheduled in advance.

On normal workdays, employees are expected to report for duty within the organizational pattern of the building and/or department. Employees will be paid for time on duty during student passing time or when in transit between assignments.

**Section C.** Employees shall be paid time-and-one-half for all hours worked beyond eight (8) hours in any one day, and over forty (40) hours in any one week. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding of overtime payments.

**Section D.** All overtime shall be divided as equally as possible between full-time employees of each building and/or department, according to their skills.

**Section E.** Paraprofessionals will work with their immediate supervisors in establishing appropriate break and lunch periods during the workday. Those working at least four (4) hours per day shall be provided one (1) break period per day, normally about fifteen (15) minutes. For paraprofessionals working five (5) or more hours per day there will also be a one-half (1/2) hour or one (1) full hour unpaid lunch period (as determined by the District). Those working seven (7) or more hours per day shall be provided two (2) breaks per day, normally about fifteen (15) minutes each, in addition to the lunch period. Building Administrators and program supervisors will work with classroom teachers where paraprofessionals are assigned to support the paraprofessional's right to take his/her contractual break.

**Section F.** Employees shall be paid time-and-one-half for all hours worked on Saturdays and shall be paid double-time for all hours worked on Sundays and holidays. Whenever possible, advance notice of overtime shall be given so that necessary arrangements can be made.

**Section G.**

1. In the event the duties attached to a ten-(10) month job are extended as part of a summer school program, or a separate summer school program is created, the person(s) with a satisfactory evaluation who hold the position that is in an extended summer school program or part of a K-12 General Education summer school program, shall continue to perform those assigned duties. If the regular employee in that position declines to work in the summer months, the position will be posted. Paraprofessionals from the specific classification where there are vacancies will be given priority consideration and be offered positions prior to staff from outside the classification and the bargaining unit. The summer job shall be offered to a member with a satisfactory evaluation. If given the summer position it will be as a temporary summer position. If the summer job cannot be filled in the building or with a bargaining unit member, the position will be filled on a temporary basis for the duration of the summer program.

2. In the event a year-round school program is developed and paraprofessional positions are available, representative(s) of LPS shall meet with LPA representative(s) to determine the proposed schedule for paraprofessional assignments, and to develop a posting(s) for such assignment(s). Paraprofessionals currently assigned to a work site where such a schedule is to occur shall be given the first opportunity to accept such an assignment.
  - a. In the event a paraprofessional currently assigned to such a building does not wish to accept such an assignment, that position shall be posted internally, and the person currently holding the position shall be allowed to transfer to a vacant position.
  - b. If no vacancy exists, the paraprofessional currently holding the position shall be allowed to bump the least senior paraprofessional in his/her classification.

#### **Section H. Transportation Paraprofessionals.**

1. Transportation paraprofessionals will be given the same rights and opportunities as bus drivers when being assigned regular runs, field trips and with practices surrounding compensation in relation to a paraprofessional's work schedule.
2. Transportation paraprofessionals will begin each school year on the same run as held at the end of the previous school year. According to seniority, transportation paraprofessionals will be given an opportunity to express their run preference after the drivers make their bid in the fall.
  - a. Any run that increases a paraprofessional's time by 30 minutes after the bidding procedure is concluded; e.g., new runs, non-consecutive additions, and vacated runs, (not to exceed eight (8) hours) to a person's bid time will be posted for three (3) work days.

Increases less than 30 minutes default to the paraprofessional assigned to that time.



- b. When a paraprofessional is on a run that has been vacated because of a leave, the paraprofessional can bid onto a run that is vacated and it becomes his/her own. Paraprofessionals must be able to increase their time by a minimum of a half hour a day or two (2) hours a week.
- 3. A transportation paraprofessional assigned to an AM and PM run during the school year will be guaranteed a minimum of four (4) hours or driving time, whichever is greater. A paraprofessional assigned only to an AM run will be guaranteed three (3) hours minimum or driving time, whichever is greater. In the event that the paraprofessional finishes the runs in less than the guaranteed time, the Supervisor, or designee, may assign other tasks to complete the guaranteed time.
- 4. Transportation paraprofessionals requesting to be assigned to an emergency field trip(s) must sign up daily and will be assigned according to seniority on a rotating basis. When unassigned/emergency field trips are assigned, paraprofessionals will not be charged a turn. Field trips scheduled for night and weekend (Saturday or Sunday) will be assigned separate from the daily field trips. Assignments will be done by seniority from top to bottom on a yearly rotating basis.
- 5. Transportation paraprofessionals requesting extra work outside of a field trip assignment must sign up daily and will be assigned according to seniority. Transportation paraprofessionals who sign up for both a field trip and extra work will be allowed to do both. Extra work is defined as any activity that is outside their normal work schedule that is not a field trip. Extra work can include but not be limited to a noon run for another paraprofessional who is out sick and/or an early out. Extra work will not mean overtime for any employee.
- 6. Transportation paraprofessionals are assigned to a run for the regular K-12 school year and also during times when their run serves students in special programs when transported by Livonia Public Schools transportation department. Should the run to which a paraprofessional is assigned operate during times outside the regular K-12 school year calendar, the following shall apply:

- a. During the summer months the transportation paraprofessionals shall be guaranteed four (4) hours per day.
  - b. If a paraprofessional is specially trained and is assigned to a summer run which has less hours than his/her seniority entitles, then he/she will be paid at the higher number of hours.
  - c. Transportation paraprofessionals who work summers will be paid for the July 4 holiday after working the last scheduled day prior to and scheduled day following the holiday.
7. Transportation paraprofessionals may arrange for another paraprofessional to substitute for them during the non-K-12 calendar periods subject to these conditions:
- the substitute must be able to perform the assignment in a competent manner;
  - the Supervisor of Transportation, or designee, must be informed in advance and agree to the change;
  - the substitute paraprofessional will be informed of the obligations and duties of the job;
  - the regularly assigned paraprofessional may not bump the substitute during the prearranged period of time;
  - transportation paraprofessionals' work will not be given to members outside the bargaining unit when bargaining unit members are available.
8. Because of the unique nature of the "swing" position, the paraprofessional who holds that position shall qualify for single health insurance and other benefits as outlined in Article XIII.

## **ARTICLE XXIII—RETIREMENT**

**Section A.** Employees retiring after July 1, 1989, shall receive

\$200 retirement pay for each year of service. To be eligible for retirement pay, an employee must meet the following:

1. Have worked on a full-time basis for the District for a minimum of ten (10) consecutive years; provided further, approved leaves of absence shall not be considered as breaks in "consecutive years of service," but leaves granted shall not be counted toward "years of service."
2. Must meet minimum age requirements to qualify to immediately commence receiving retirement benefits under the Michigan School Employees Retirement Fund.
3. Must submit proof to the effect that he/she will actually qualify for retirement benefits for the period commencing on the first day of the month following the month of his/her termination.
4. Part-time employees shall be eligible for a pro-rated share of the retirement pay provided their part-time services, when pro-rated, makes them eligible under the full-time clause of Paragraph 1 above and provided, further, that they fulfill the other requirements set forth in Paragraphs 2 and 3.
5. After having worked the equivalent of ten (10) full years for the school district, should the person be employed at the time of his/her death, his/her estate shall be eligible for such retirement pay.

**Section B. Sick Day Savings**

A seniority employee who terminates his/her employment with Livonia Public Schools shall receive the dollar amount indicated for each eight (8) hours of unused sick time in his/her sick bank at the time of termination.

0-10 years	No reimbursement
10 or more years	Ten dollars (\$10) per eight hours of sick time
Retiring employees	Thirty (\$30) per eight hours of sick time

**Section C. Special Pay Plan**

Retirement pay (as described above in Section A.) and sick day payout shall be granted upon retirement. As allowed by the IRS, the retirement pay and payoff for unused sick days for all retirees who are age 55 and over at the time of retirement will be paid into a tax sheltered annuity under Section 403 (b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the employee's retirement. Retiring employee's who are under age 55 will have their retirement pay, unused sick day payout paid in a check with applicable deductions. If laws change or the 403 (b) carrier's policy changes and the changes will have a significant impact on the provisions of this paragraph, either party may, at its option, reopen this paragraph for negotiations.

**ARTICLE XXIV—PROBATION AND EVALUATIONS**

**Section A. Probationary Employees**

1. A probationary period of one (1) year shall be served by all new employees.
2. By the end of the first semester of the probationary period, the employee and immediate supervisor will meet to discuss performance to date. Concerns will be brought to the immediate attention of the employee in accordance with Section B. No. 7 below. A written evaluation, signed by the immediate supervisor and the employee, shall be filed with the Director of Human Resources specifying satisfactory or unsatisfactory performance, prior to the end of the probationary period provided; however, it is understood that the District shall have the right to discharge, discipline, transfer or demote any probationary employee and no grievance shall arise unless the above process is not followed.
3. Former employees (if rehired to the same classification) who satisfactorily completed their probationary period shall not be treated as a new employee.

**Section B. Evaluation Process (Probationary and Seniority Employees)**

When an employee begins working for the District, he/she shall be

informed by the building or program administrator of the appropriate policies of the District including paraprofessional duties, responsibilities and the evaluation procedures including who will be responsible for completing the evaluation. If a mentor is needed for a probationary or newly assigned paraprofessional, the Association and the District will work together to determine the mentor assignment. The availability of release time and other cost related issues to provide mentoring will be determined on a case by case basis.

1. Normally seniority employees shall be evaluated on a three (3) year cycle (at least once every three years). Such evaluation shall be completed by May 30. The appropriate administrator shall notify the employee that he/she is being evaluated and be responsible for the evaluation of each paraprofessional and the evaluation form shall be signed by the administrator(s) who completed the evaluation. When evaluations are done outside the three year cycle, the employee will be notified if there are concerns and the reason for the evaluation out of the cycle. Evaluations will cover the school year in which the evaluation is being conducted.
2. All LPS staff having input in any paraprofessional evaluation shall be identified. A document separate from the formal evaluation may be used for the input of other (non-administrative/non-supervisory) LPS staff (i.e., classroom teachers, etc.).
3. The building administrator, or other designated supervisor (ex. Co-ordinators, Transportation) shall be responsible for the contents of the evaluation, and shall sign the evaluation form. Every effort will be made by the evaluator to provide a well rounded picture of the paraprofessional by including positive areas of performance, areas where the paraprofessional has demonstrated growth along with areas where improvement may be needed. If input received from others results in unsatisfactory comments, the administrator conducting the evaluation will attempt to follow-up with an observation of the paraprofessional or other action in order for the administrator to gather additional information.
4. The employee shall have an opportunity to read and discuss the evaluation prior to the document being placed in the personnel file.

5. The employee shall sign the evaluation form. This signature indicates only that the employee has read the evaluation. If the employee disagrees with the evaluation, then he/she may attach a written response to the document. Paraprofessionals will have the right to respond both in writing and in person to all evaluative content, including input from non-administrative staff.
6. The evaluation report will be in the form of “satisfactory” or “unsatisfactory” or “does not apply” for each item evaluated and each “unsatisfactory” response will require comment and explanation. The evaluator will also make an effort to indicate positive areas of performance and areas where efforts have been made to demonstrate improvement.
7. In the event a paraprofessional’s overall performance is determined to be unsatisfactory, a plan of improvement will be drafted, specifying job duties that have not been performed satisfactorily, identifying specific actions where the employee is to take to meet a satisfactory performance standard, specifying assistance to be given by the employer to help the employee attain a satisfactory performance standard, and established a reasonable time line for improvement to occur prior to reevaluation.
8. In the event no evaluation is completed, the employee’s performance shall be deemed satisfactory.
9. In the event a paraprofessional does not agree with the input from a non-administrative staff person, the paraprofessional may request a formal observation/evaluation by the responsible administrator.
10. The formal evaluation form(s) shall be printed in the collective bargaining agreement as Appendix D.

## **ARTICLE XXV—PAYROLL**

**Section A.** The wages of an employee shall start at the time he/she reports for duty. Wages shall be paid bi-weekly on such calendar dates as are established by the District. The bi-weekly pay periods begin on a Saturday and end on the Friday preceding payday.

**Section B.** Direct deposit options will be offered to LPA members. The direct deposit options will include all banking institutions and credit unions that are available within the District's financial systems.

**Section C.** When payday falls on a non-workday, every effort shall be made to see that the employees receive their pay on the last working day preceding the regular payday as described above.

**Section D.** No deductions from an employee's pay shall be made without advance notice to the employee.

**Section E.** Changes and/or cancellation notices of employee-authorized deductions shall be submitted in writing at least ten (10) days in advance of the change being effective.

**Section F.** Employees may use payroll deductions for all approved deductions, including PAC, TSAs and TDPs.

**Section G.** If possible, annuity deductions shall be made from any earned vacation pay.

## ARTICLE XXVI—MISCELLANEOUS PROVISIONS

**Section A.** At the time of employment, the Director of Personnel shall evaluate all previous experience for placement on the salary schedule. A maximum of three (3) years experience may be allowed.

**Section B.** Copies of the Agreement shall be printed by the employer and enough copies given to the Association to provide a copy for each bargaining unit member.

**Section C.** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section D.** Employees shall receive reimbursement at the rate per mile established each spring by the Internal Revenue Service

for use of personal cars on school business authorized by the District.

**Section E.** For the life of this Agreement, neither the District nor the Association shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by the Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement.

**Section F.** In the event of a strike by another representative group causing a layoff of paraprofessional personnel, an employee to be laid off will receive a written notice within a twenty-four (24) hour period.

**Section G.** This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the District and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**Section H.** The use of words referring to the male gender in any Article and/or Section of this Agreement shall likewise be read to include the female gender.

**Section I.** If the State establishes minimum standards or specific requirements for paraprofessionals, the parties shall immediately open negotiation on the subject.

**Section J.** If possible, the employer will provide each employee with a drawer or locker that is capable of being locked so that employees will have a safe place to store personal items.

**Section K.** The Association shall be informed when new employees are hired. Notice shall be sent to the Association Office and President.

#### **Section L. Personnel Relations Committee**

The District and the Association shall form a Personnel Relations Committee composed of not more than two (2) District-appointed representatives and two (2) Association-appointed representatives. The Committee shall meet monthly to discuss matters of importance unless both parties agree otherwise. An agenda of the topics to be discussed shall be prepared, and exchanged by the parties, in advance of the meeting. The meeting dates, times and



location shall be mutually agreed upon. The Personnel Relations Committee shall not be used to process grievances.

**Section M.** Crowd control and other similar activities that are not directly related to the responsibilities of the employee shall be paid at the current LEA rate. When required by law, employees who work forty (40) hours in a work week will be paid at a blended rate.

**Section N.** Paraprofessionals will not be required to pay for admission costs or related expenses when required to attend field trips as part of their job responsibilities.

**Section O.** Except in an emergency situation, paraprofessionals will not be required to lift students on or off buses with or without their wheelchair.

## ARTICLE XXVII—NO STRIKE CLAUSE

**Section A.** During the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, sanction, condone, or support, nor will any member of the bargaining unit take part in any strike; i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, for any purpose whatsoever, including sympathy strikes.

**Section B.** During an employee's working hours, the Association shall not cause any picketing of the School District's properties or of the Board of Education premises during the life of this Agreement.

**Section C.** The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event of a violation of this Article, the District shall have the right to discipline any or all employees who violate this Article and such action shall not be subject to the grievance procedure. If an employee is terminated for a violation of this Article, the discharge is subject to the grievance procedure.

**ARTICLE XXVIII—HEALTH RELATED ISSUES**

The District shall pay the cost for any physical examination required by the Board for initial employment.

The District shall pay the total cost of any physical examinations specifically requested by management for the continued employment of the employee.

Each employee will be provided a universal precautions kit and view a video on its use. The employee will assume the responsibility for replacing used items from building stock.

The District shall provide hepatitis-B inoculations and other appropriate testing to all employees who request them because of job-related risk, at no cost to the employee as long as the employee receives these services from a District designated provider.

As long as such vaccine is available, the District shall provide influenza shots to all members without a charge.

**ARTICLE XXIX—DURATION OF AGREEMENT**

This Agreement ENTERED INTO BETWEEN THE Livonia Public Schools School District and the Livonia Paraprofessionals' Association (LPA) shall become effective upon ratification and Board approval, and shall continue until the 30th day of June 2013. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Since the previous collective bargaining agreement was not to expire until June 30, 2011, it is understood that the contract provisions outlined in the previous collective bargaining agreement will be incorporated into the new Agreement and in effect until June 30, 2011.

LIVONIA PARAPROFESSIONALS' ASSOCIATION  
*[Signature]*  
President  
*[Signature]*  
Vice President  
*[Signature]*  
Date

LIVONIA BOARD OF EDUCATION  
*[Signature]*  
President  
*[Signature]*  
Secretary  
6/29/11  
Date

**APPENDIX A—WAGES**

**Section A.** For the 2008-09 school year, paraprofessionals will move up the salary schedule and there will be no wage increase applied to the steps. For the 2009-10 school year, this agreement will be reopened for the purpose of negotiating salary, health insurance, plus two additional contract items from each side.

**Section B. Longevity**

Each member of the unit who has completed fifteen (15) years of service as a Livonia Public Schools employee shall receive fifty-five cents (\$.55) in addition to the regular hourly rate as a longevity payment.

Each member of the unit who has completed nineteen (19) years of service as a Livonia Public Schools employee shall receive sixty-five cents (\$.65) in addition to the regular hourly rate as a longevity payment.

Each member of the unit who has completed twenty-nine (29) years of service as a Livonia Public Schools employee shall receive seventy cents (\$.70) in addition to the regular hourly rate as a longevity payment.

**Section C.** Step adjustments are made on the employee's anniversary date of employment.

**Section D.** The anniversary date of a step increase for an employee returning from an unpaid leave of absence in excess of thirty (30) workdays will change based on the number of days beyond the thirty days the member stayed on leave. The seniority date of the member will not be affected.

**SALARY SCHEDULE**

<u>YEAR</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>	<u>STEP VI</u>
11-12	11.31	12.12	12.94	13.94	14.90	15.97

There will be a wage reopener for the 2012-2013 school year

**ALL RATES SUBJECT TO VERIFICATION**

**Section E.** A forty-six cent (\$.46) per hour stipend for special education paraprofessionals shall be added to the regular hourly wage of those employees beginning July 1, 1997.

**Section F.** A special education paraprofessional at the Skills Center and/or FTP Program who also has a CDL and is required to drive a bus to transport special education students between programs and to work based and community based programs as part of his/her position, will receive an additional thirty cent (.30) stipend along with the special education stipend as described in Section E. above.

**APPENDIX B  
LIVONIA PUBLIC SCHOOLS GRIEVANCE FORM**

Unit \_\_\_\_\_ Grievance Code: Year \_\_\_\_\_ Number \_\_\_\_\_

**GRIEVANCE INFORMATION SECTION**

Employee Name: \_\_\_\_\_ Signature: \_\_\_\_\_

List of Other Employees Involved: \_\_\_\_\_

Date Occurred: \_\_\_\_\_ Date of Step One Conference: \_\_\_\_\_

Date Written Grievance Given to Supervisor: \_\_\_\_\_

Facts (Contention) of Grievance: \_\_\_\_\_

(Use reverse side if necessary)

Contract Articles(s) or Practice(s) Violated: \_\_\_\_\_

Remedy Requested: \_\_\_\_\_

**STEP TWO (2) Supervisor Response Section**

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

Employee: I accept the response: I refer this grievance to Step Three:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

**STEP THREE (3) Director of Human Resources or Designee**

Date Received: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Response: \_\_\_\_\_

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

Employee: I accept the response: I refer this grievance to Binding Arbitration:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

(Union Representative)

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

Employee: \_\_\_\_\_

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

**APPENDIX C**  
**REIMBURSEMENT REQUEST FORM**  
**Paraprofessional Growth on the Job**

Name \_\_\_\_\_ Date \_\_\_\_\_  
Position \_\_\_\_\_ Building \_\_\_\_\_

The Professional Agreement (Article XXI, Section C) provides that tuition or other fees paid for classes, workshops, etc. relating to job performance and/or responsibilities will be reimbursed up to five hundred dollars (\$500) annually provided that written approval is obtained from the personnel office prior to the start of the class or workshop and that proof of payment and evidence of successful completion are submitted to the personnel office. (Such things as mileage, lodging, and meals, etc. are not reimbursable.) If funds remain at the end of the year, approval may be granted for reimbursement for an additional class or workshop. Such requests must be made no later than June 1 for classes/workshops taken in the current school year.

**Reimbursement is requested for: (please check)**

Class/Course \_\_\_\_\_ Workshop/Seminar \_\_\_\_\_ Conference \_\_\_\_\_

Describe the class, workshop, conference, etc. Include date(s), cost, etc. Additional information may be attached to this form if necessary.

**Note: Payment will be authorized upon receipt of proof of payment and evidence of satisfactory completion. Application forms and proof of payment and successful completion should be submitted to the personnel office.**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Amount approved \_\_\_\_\_

Reason for Denial  
\_\_\_\_\_  
\_\_\_\_\_

**Reimbursement will be approved after June 1 if funds remain \_\_\_\_\_**

Date \_\_\_\_\_ Signature \_\_\_\_\_

**APPENDIX D**

**LIVONIA PUBLIC SCHOOLS  
PARAPROFESSIONALS' EVALUATION FORM**

Name of Paraprofessional \_\_\_\_\_ Date \_\_\_\_\_

School/Work Site \_\_\_\_\_ Assignment \_\_\_\_\_

Probationary? Yes \_\_\_\_\_ No \_\_\_\_\_ Length of Time in Current Assignment \_\_\_\_\_

School Year \_\_\_\_\_

**NOTE: Comment and explanation must be included if "Unsatisfactory" is checked. Additional comments may be attached. (See Article XXV – Evaluation.)**

<u>Category of Performance Evaluated</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Does Not Apply</u>
<b>1. Quality of Work:</b>			
• Follows Directions	_____	_____	_____
• Productive - good use of time	_____	_____	_____
• Accurate and neat	_____	_____	_____
• Uses equipment appropriately	_____	_____	_____
• Works Effectively	_____	_____	_____
• Completes Job Assignments	_____	_____	_____
• Demonstrates knowledge of the job	_____	_____	_____

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>2. Work Habits and Attitudes:</b>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Does Not Apply</u>
• Attendance	_____	_____	_____
• Punctuality	_____	_____	_____
• Reliability	_____	_____	_____
• Adaptability and Flexibility	_____	_____	_____
• Accepts Suggestion/Criticism	_____	_____	_____
• Initiative	_____	_____	_____
• Confidentiality	_____	_____	_____

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>3. Relationships With Others:</b>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Does Not Apply</u>
• Works Cooperatively with Staff	_____	_____	_____
• Works Effectively with Students	_____	_____	_____
• Follows Established Lines of Authority	_____	_____	_____
• Represents School District Appropriately	_____	_____	_____
• Works Well as a Member of a Team	_____	_____	_____

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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Please comment below regarding unique aspects of this employee's assignment (See job posting for this position):

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**Performance Evaluation Summary\***

Overall, this employee's performance is:      Satisfactory\_\_\_\_      Unsatisfactory\_\_\_\_

General  
Comments:

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\_\_\_\_\_  
Evaluating Administrator's Signature(s)      Date

\_\_\_\_\_  
Evaluating Administrator's Signature(s)      Date

**FOR OFFICE USE ONLY**

\*NOTE: \_\_\_\_\_ Check if input was provided by other non-administrative/non-supervisory LPS staff. In the event a paraprofessional's overall performance is determined to be unsatisfactory, a plan of improvement will be drafted.

**I have completed a conference with my supervising administrator concerning this performance evaluation, and I have been provided with a signed and dated copy of this evaluation form. My signature does not mean that I agree with this evaluation. I understand that I have the right to attach a written response to this evaluation concerning any disagreements I may have with it. If I do not agree with the input from a non-administrative staff person, I may request formal observation and evaluation by the responsible administrator.**

\_\_\_\_\_  
Paraprofessional's Signature      Date



## APPENDIX E—VISION PLAN HIGHLIGHTS

**Plan Year: September 1—August 31**

	Network Benefits	Out-of-Network Benefits
<b>Co-payment</b>	N/A	N/A
<b>Maximum Allowances:</b>		
<b>Exam</b> <i>(Once in a 12-month period from September 1 to August 31)</i>		
<b>Optometrist</b>	Paid in full	Reimbursed up to \$50
<b>Ophthalmologist</b>		
<b>Lenses</b> <i>(Once in a 12-month Period from September 1 to August 31)</i>		
<b>Single vision</b>	Paid in full	Reimbursed up to \$70
<b>Bifocal</b>	Paid in full	Reimbursed up to \$80
<b>Trifocal</b>	Paid in full	Reimbursed up to \$90
<b>Progressive</b>	Not covered, Discount available	No reimbursement
<b>Lenticular</b>	Not covered, Discount available	Reimbursed up to \$90
<p><i>Lens Options</i> - Standard scratch-resistant coating, tints (sunglasses), and UV coating are covered. Should you choose lens options not covered by the program, such as, but not limited to, progressive lenses, polycarbonate lenses, high index lenses, and anti-reflective coating, you may be able to purchase these options in-network at a discount.</p>		
<b>Frames</b> <i>(Once in a period from September 1 to August 31)</i>	<ul style="list-style-type: none"> <li>•\$50 wholesale allowance-private practice providers</li> <li>•\$130 allowance-retail chain providers</li> </ul>	Reimbursed up to \$40
<b>Contact Lenses</b> <i>(Once in a 12-month period from September 1 to August 31, in lieu of spectacle lenses and frames)</i>	Certain lenses selected by United Healthcare are covered at 100%. There is a \$150 allowance for all other elective contact lenses.	Reimbursed up to \$150
<b>Medically Necessary</b>	Covered in full	Reimbursed up to \$210
<b>Refractive Eye Surgery</b>	Members receive discount if services are rendered by a participating laser eye surgeon.	No benefit provided

**APPENDIX F—BENEFITS FOR THE VOLUNTARY  
SHORT TERM DISABILITY COVERAGE**

**ELIGIBILITY**—All members are eligible to participate in this plan.

**EMPLOYER CONTRIBUTION**—This is a voluntary benefit with no employer contribution. Participants will make 100% contribution for the benefit.

**PERCENT OF SALARY**—66.67%.

**WEEKLY MAXIMUM**—\$500 per week.

**MINIMUM BENEFIT**—\$20.00 per week.

**ELIMINATION PERIOD**—0 days accidental/14 calendar days illness.

**INTEGRATION WITH SICK LEAVE**—Sick leave can be used to cover the 14 calendar day elimination period. A portion of the remaining sick days may be used to supplement short term disability benefit for participants not to exceed 100% of pre-disability earnings.

**MAX PERIOD PAYABLE**—13 weeks (90 calendar days).

**DEFINITION OF TOTAL DISABILITY**—20% loss of earnings.

**DEFINITION OF PARTIAL DISABILITY**—20% loss of earnings.

**RECURRENT DISABILITY**—Minimum of two (2) weeks.

**SALARY DEFINITION**—base earnings plus longevity pay.

**OTHER LIMITATIONS**—loss due to War, self-inflicted injury, riot, illegal activity, commission of a felony.

**PRE-EXISTING CONDITION LIMITATION**—If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

**APPENDIX G—DISTRICT PROVIDED  
LONG TERM DISABILITY COVERAGE**

**ELIGIBILITY**—All members will have ability to access this benefit.

**MINIMUM HOURS**—20 hours.

**PREMIUM CONTRIBUTION**—This benefit will be 100% employer paid.

**PERCENT OF SALARY**—The benefit will cover 60% of salary.

**MONTHLY MAXIMUM**—\$5,000.00.

**MINIMUM BENEFIT**—\$100.00 per month.

**ELIMINATION PERIOD**—90 calendar days (13 weeks).

**INTEGRATION WITH SICK LEAVE**—Up to one (1) year of available sick leave may be used in combination with long term disability benefit in order to receive 100% of salary during this time period.

**INTEGRATION**—Full family.

**MAX PERIOD PAYABLE**—ADEA—1 Normal Social Security Retirement Age.

**RECURRENT DISABILITY**—Six (6) months after elimination period and 15 days during elimination period.

**DEFINITION OF TOTAL DISABILITY**—24 month own occupation.

**PARTIAL DISABILITY**—20% loss of earnings during own occupation and after own occupation period.

**SALARY DEFINITION**—Base earning plus longevity pay.

**MENTAL AND NERVOUS**—24 month limitation.

**SUBSTANCE ABUSE**—24 month limitation.

**SUBJECTIVE ILLNESS**—No limit.

**PRE-EXISTING CONDITION LIMITATION**—If someone sought medical attention or had symptoms of an illness three (3) months prior to enrolling in the coverage, the disability will not be covered for the first twelve (12) months of coverage.

**OTHER BENEFITS**—Daycare/Eldercare benefit and enhanced rehab benefit. May also quote additional benefits such as a catastrophic benefit that pays an additional percentage if claimant is ADL impaired

**LETTER OF UNDERSTANDING  
BETWEEN  
LIVONIA PARAPROFESSIONALS' ASSOCIATION  
AND  
LIVONIA PUBLIC SCHOOLS  
August 26, 2005**

The parties agree to the following terms and conditions related to the ESEA. These provisions will be in effect if the law is maintained. Changes in the law that impact this agreement will result in a renegotiation of this understanding.

1. Paraprofessionals hired on or before January 8, 2002 and required by the ESEA "No Child Left Behind" Act of 2001 to meet the requirements of 20 USC 6319 (c) by June 30, 2006 in order to work in a Title I program shall:
  - a. Obtain a secondary school diploma or its recognized equivalent by June 30, 2006; and
  - b. Satisfy the requirements of 20 USC 6319 (c) by:
    - (1) Completion of at least sixty (60) hours of study at an institution of higher education; or
    - (2) Obtaining an associate's (or higher) degree; or
    - (3) Meeting the requirements via successful completion of a state-approved training program or written test.
    - (4) Completion of a professional portfolio with requirements as set forth through mutual agreement between the District and the Association.

**NOTE:** If a paraprofessional has been determined by the Michigan Department of Education or federal guidelines as meeting the requirements of 20 USC 6319 (c), then he/she shall be considered by this school district as meeting the requirements, and Section 1.b. above is not applicable.

2. For those paraprofessionals who need to satisfy Section 1.b.(3) above in order to meet the requirements of 20 USC 6319 (c), training shall be provided to assist in the satisfactory completion of the requirement. Training shall be offered during work hours, and may be offered beyond the workday, and paid at the bargaining unit member's regular hourly rate.

3. An employee subject to the requirements of 20 USC 6319 (c) who is unable to meet the requirements within one year of being assigned to the position, or by the deadline established by law (whichever is longer) shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided he/she does not otherwise apply for and receive such a position. In the event no such vacancy is available, he/she will be considered surplus and be subject to the provisions of ARTICLE XIX—Reduction in Force/Recall, and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.
4. The District and the Association will work together to determine the criteria that need to be met by paraprofessionals who choose to meet the highly qualified standard through the portfolio option, which will be in effect for the 2006-07 school year.
5. Employees who take and pass the Work Keys Test will be reimbursed the expense for taking the test under the provisions of Article XXI Section C.

**LETTER OF UNDERSTANDING  
BETWEEN  
LIVONIA PARAPROFESSIONALS' ASSOCIATION  
AND  
LIVONIA PUBLIC SCHOOLS  
September 13, 2005**

The District and the Association are committed to creating and maintaining a positive work environment where all employees are treated with respect. During the time period of this contract, Livonia Public Schools School District and Livonia Paraprofessionals' Association hereby agree to encourage the use of a problem-solving method.

Problem Solving

1. To support this goal, the parties support the concept of problem solving. The problem-solving model will:
  - a. **not** be used if disciplinary action is contemplated;
  - b. enable paraprofessionals to raise the issues and concerns with their building administration or program supervisors or educational personnel he/she works with on a daily basis;
  - c. assure that the issue or concerns will be subject to review and a date will be established to do so within five days or a reasonable time, depending on the depth of the concern;
  - d. protect the member from inappropriate negative impact because the issue or concern has been raised;
  - e. enable the member to bring a colleague and/or Association representative to the problem-solving session; and
  - f. create a safe environment for communication, dialogue and resolution.
2. Examples of situations that might employ this problem-solving process could include:
  - a. Upon special request and because of unique needs of students, additional staff may be needed to assist students with toileting, medically related procedures, etc.
  - b. Conflict and/or issues between the paraprofessional and staff member to whom he or she is assigned.
  - c. Situations involving discipline and/or restraint of students.
3. Guidelines/principles for this process will be developed jointly through the District/Association Personnel Relations meetings.

**LETTER OF UNDERSTANDING  
BETWEEN  
LIVONIA PARAPROFESSIONALS' ASSOCIATION  
AND  
LIVONIA PUBLIC SCHOOLS  
September 19, 2005**

The parties agree to the following terms and conditions as a framework for a two-year settlement (2005-06 and 2006-07 school years) of the Successor Agreement between the Livonia Paraprofessionals' Association and the Livonia Public Schools.

1. LPA members will receive a 2.1 percent salary increase for the 2005-06 school year that is retroactive to July 1, 2005.
2. The number of additional days set aside for professional development and/or extra workdays as defined in Article XXI Professional Growth on the Job Section D. will be reduced to two (2) days for the 2005-06 school year only.
3. For the 2005-06 school year, the professional development and/or extra workdays as defined above will not be required and will be granted depending on the needs of the buildings and/or programs.
4. For the 2005-06 school year, transportation paraprofessionals will be granted the equivalent of an additional fifteen (15) minutes each week scheduled by the transportation supervisor, for a total of forty (40) weeks.
5. The uniform allowance as defined in Article VI Employee Rights will be eliminated for the 2005-06 school year. Employees who are in unique placements where clothing is routinely damaged will request uniform allowance on a case by case basis to the Director of Human Resources. The uniform allowance will be reinstated for the 2006-07 school year as defined in the Master Agreement.
6. In exchange for the above, the LPA membership will receive the Mental Health Rider (as defined by the LEA Master Agreement) which gives participants 80 percent coverage for services used in this area rider when using network providers. The rider will be in effect for the 2005-06 school year.
7. For the duration of the contract, (with the exception of No. 6 above) the LPA will be covered by the Blue Cross Blue Shield Community Blue PPO Plan 1 Program (August 2005) as defined in new Article XIII – Insurance that includes a \$10.00 prescription drug rider.
8. The parties will meet prior to the beginning of the 2006-07 school year to bargain a salary reopener for the 2006-07 school year plus two (2) items, as determined by each party.



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