



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NORTHVILLE PUBLIC SCHOOLS

AND

**THE NORTHVILLE FEDERATION OF
PARAPROFESSIONALS**

2017-2019

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PREAMBLE

This Agreement is made by and between the Board of Education of the Northville Public Schools, hereinafter referred to as the "District," and the Northville Federation of Paraprofessionals, hereinafter referred to as the "Union."

PURPOSE

The parties hereto recognize that the District is a unit of government engaged in the education of students; and that the District has obligations to the citizens, taxpayers and employees as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children therein. The District will expect that the Union will contribute through its abilities and experience and that of its individual members toward maintaining adequate and uninterrupted service to the District and the children therein.

It is the intent and the purpose of this Agreement to provide orderly collective bargaining relations between the District and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to improve and promote the most efficient and productive operation of the District. In consideration of this mutual understanding and the Agreement hereinafter set forth, it is mutually understood between said District and said Union as follows.

ARTICLE I - BARGAINING UNIT

1.0 Bargaining Unit

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time Building Paraprofessionals, Medical Least Restrictive Environment Paraprofessionals, Least Restrictive Environment Paraprofessionals, Learning Consultant/Assisted Learning Paraprofessionals, Title I Paraprofessionals, At-Risk (31a) Paraprofessionals, Resource Room Paraprofessionals, Categorical Classroom Paraprofessionals, Media Paraprofessionals, Early Childhood Intervention Program Paraprofessionals, Multi-Disciplinary Paraprofessionals, English as a Second Language Paraprofessionals, Online Learning/Credit Recovery Paraprofessionals and Classroom Paraprofessionals.

For the purpose of this Agreement, the term "employee" or "Paraprofessional" shall mean all employees in the bargaining unit set forth in this Paragraph, regardless of membership status.

1.01 Union

1. Membership in the Federation is not compulsory. Employees have the right to join or not join, as they see fit. Neither party will exert any

pressure on or discriminate against any unit employee as regards such matters. Each bargaining unit employee may elect to join or not join the union, may elect to pay or not pay a service fee, and may elect to pay neither membership dues nor a service fee. The local union agrees that neither the union nor its members will intimidate or coerce any employee in respect to his/her right to work or in respect to local union activity or membership, and further, that there will be no solicitation of employees for local union membership or dues during working hours. The Federation agrees that it will admit all unit employees to its membership without discrimination by reasons of race, creed, color, national origin, sex, age, marital status, sexual orientation or prior membership or past participation in the activities of any other employee organization.

2. Save Harmless - The Union shall indemnify and save the District, District Administrators and Board of Education Members, harmless against any and all claims, demands, suits, judgments, damages and other forms of liability or expense that may arise out of or by reason of action taken by the District for the purpose of complying with this Article, including all court costs and reasonable legal fees of the District's counsel.

ARTICLE II - UNION AND PARAPROFESSIONAL RIGHTS AND RESPONSIBILITIES

2.01 Bulletin Boards

The District shall allow the Union to use space on a bulletin board in each building owned or leased by the District for posting notices of Union recreational and social affairs, Union elections and appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building supervisor. All such notices must be dated and initialed by the Union President or his/her designee. The Union will submit one (1) copy of said notice to the chief Human Resources administrator, or his/her designee. The bulletin board shall not be used for disseminating political matter of any kind.

2.02 Wearing of Insignias

Membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.

2.03 Use of Building Facilities

After providing appropriate notice to the District and receiving approval by the District, the Union shall have the right to use a designated area of a building owned or leased by the District for the purpose of conducting Union meetings at reasonable hours before or after the

Paraprofessional work day. If the Union desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional custodial costs incurred by the District.

2.04 Required Meeting During Working Hours

Employees who attend grievance meetings, special conferences, negotiations, hearings, etc., during their scheduled work hours, shall only be paid if required by the District to attend such meetings.

2.05 Union Officials in School Buildings

Union employees or officials shall be permitted to transact Union business on school property after securing the permission of the building supervisor, and notice to the chief Human Resources administrator or his/her designee.

2.06 Mailboxes and Telephones

In buildings owned or leased by the District, the District agrees to make available to Employees mailboxes and a telephone, if available, for local calls only.

2.07 Union Mail

Mail from the Union shall be identified as such before it shall be put in the school mailboxes. With this exception, the Union shall have the right to distribute and place mail in the mailboxes in accordance with applicable law. The District shall in no way be held liable for any loss or damage to the Union distributed mail.

2.08 Union Use of Equipment

The Union may use equipment owned by the District as provided below:

- A. All work will be done before or after working hours or at duty-free times.
- B. Prior approval of equipment use must be requested from and approved by the building supervisor.
- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.
- D. All work done will be in keeping with the purpose of this Agreement.
- E. The Union agrees to provide supplies and material used.
- F. The Union agrees to reimburse the District for the repair of such equipment as a result of damage due to negligence on the part of the Union.

2.09 Representation When Meeting With Administrators

Paraprofessionals shall, at their request, be entitled to the presence of an available Union representative when said Paraprofessional is called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action regarding his/her performance. If a meeting is scheduled for such a purpose, the Paraprofessional will be so informed beforehand. Normally expected evaluations of performance are excluded from this clause.

2.10 Equal Employment Opportunity

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, disability, marital status or membership in, or association with, the activities of the Union. However, an alleged violation of this Article shall not be subject to the grievance procedure beyond Step 3.

2.11 Special Conferences

Special conferences for important matters will be arranged between the Local President and the chief Human Resources administrator, or his/her designee, upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

2.12 Personnel File

Paraprofessionals shall have the right to review their Personnel file in the presence of the Superintendent or his/her designee. Upon their request, a union representative may accompany them. The Paraprofessional shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Records concerning whether a Paraprofessional has filed a grievance shall not be kept in his/her Personnel file but shall be kept separately.

2.13 Information for Collective Bargaining and Contract Supervision

Upon the written request of the Union, the District shall provide available District budgets, the annual financial report, student membership and census data, relevant agreements and contracts with the County and State involving special education program students, and other available information, statistics and records, not deemed confidential by the School District, necessary in order for the Union to properly negotiate agreements and to enforce the terms of this Agreement, as required by applicable law.

2.14 District Mail Service

Union notices, intended for all members of the bargaining unit and which are approved by the chief Human Resources administrator or his/her designee, shall be delivered to respective

building Union representatives at time when other Central Office mail is distributed to a particular building.

2.15 Released Time

Union activities shall not take place during scheduled work times, except that upon the approval of the chief Human Resources administrator or his/her designee, and on such terms and conditions as he/she may set, the President of the Union and/or his/her designee shall be permitted during working hours to attend grievance meetings and to conduct other business which relates to the enforcement of the terms and conditions of this Agreement. Scheduled work time shall exclude the above breaks and/or unpaid lunch periods or before or after work. No union release time will be reported toward employee's ORS reportable service credit time unless the employee or union reimburse the District for the ORS costs for that union release time by the end of the school year.

2.16 Agenda and Minutes of the Board of Education Meetings

Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas.

2.17 Right to Consult with Administrator

Nothing in this contract shall be construed to prohibit any Paraprofessional Union representative, or Union committee from consulting with administrative officials at mutually scheduled times.

2.18 Memos and Notices

Whenever the District issues a memo or notice of a general nature, that is directly applicable to unit employees, an electronic copy of the communication will be provided to the Union President.

2.19 Extra Duty Contracts

Any extra-duty contract between the District and an individual Paraprofessional for work within the bargaining unit shall be in writing and signed by the chief Human Resources administrator, or his/her designee and expressly subject to the terms and conditions of this Agreement.

2.20 Teaching Direction and Work Related Requests

It shall be the responsibility of the building administrator and/or classroom teacher to provide instruction, supervision, and direction to a Paraprofessional regarding his/her duties and further, Paraprofessionals are expected to comply with work related requests and to accept the teaching direction of the classroom teacher and building supervisor.

2.21 Responsibility to the District

The Union, recognizing its Paraprofessional responsibilities, agrees to use its influence to encourage all Paraprofessionals and the Paraprofessionals agree to perform efficient work and service, to utilize their time and all equipment furnished by the District to the best of their advantage, to protect the District's property and interests, and to cooperate with the District and the employees in all departments in promoting the welfare of the District and improving its service.

2.22 Responsibility to Honor Board Policies and Administrative Regulations

It is the responsibility of the Paraprofessionals covered under this Agreement to honor Board policies and administrative regulations. Paraprofessionals covered under this Agreement shall not assume administrative or supervisory authority.

2.23 Intent to Terminate Employment

The Paraprofessionals covered under this Agreement agree to notify the Human Resources Office, in writing, as soon as possible of any intent to terminate employment with the District. It is recognized by the Paraprofessionals that they have an ethical responsibility to notify the District of their resignation at least two weeks prior to their expected last day of employment.

2.24 Absence from the Building

Paraprofessionals will not leave their buildings during working hours, with the exception of their duty-free period.

2.25 Absenteeism and Tardiness

Absenteeism or tardiness shall be avoided whenever possible.

2.26 Additional Payment for Student Supervision

Paraprofessionals, as in the case with all instructional personnel, will assume an active role in supervising students throughout their work day.

If the District or Building Administrator assigns an eligible Paraprofessional as a substitute teacher, the Paraprofessional will be paid an additional stipend of \$25.00 for a full day, \$12.50 for a half day but less than a full day, in addition to their regular hourly rate of pay as a Paraprofessional.

2.27 Absence of One-on-One Student

If a student receiving LRE Paraprofessional support is absent for one day, the Paraprofessional will be declared surplus and may be assigned to vacant Paraprofessional, classroom or office

duties in the building of regular assignment. In the event that such student is absent consecutive days, the Paraprofessional may be temporarily reassigned to Paraprofessional work in any building in which Human Resources determines there to be an immediate need, starting on the second day of consecutive absence. It is recognized that the Paraprofessional shall be accountable to provide timely notice to the building supervisor and Human Resources as soon as a consecutive absence situation is known.

If a one-on-one student of an LRE Paraprofessional moves, or there is a change in the students' IEP no longer requiring a LRE, the LRE Paraprofessional will be reassigned to other duties until the end of the next full month. In the event there is no assignment at the end of the next full month, the layoff/bumping process will be implemented as described in section 6.08 of this Agreement.

If the one-on-one student is ill for an extended period of time, the LRE paraprofessional will be reassigned to other duties until the end of the semester, or until the student returns, whichever is sooner. In the event there is no assignment at the end of the semester, the layoff/bumping process will be implemented as described in section 6.08 of this Agreement.

2.28 Adherence to Federal and State ESEA

No Paraprofessional associated with direct student instruction will remain eligible for employment without successful completion of sixty (60) credit hours from an accredited college or an Associates Degree or successful completion of the Work Keys Test. Transcripts and test scores must be received by the District prior to employment.

ARTICLE III - DISTRICT RIGHTS

3.01

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 therein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

- A. The management and administrative control of the District, its properties and facilities; the direction and assignment of work, including but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall employees, schedule hours of work, and to maintain discipline and efficiency; to determine the number and kinds of classifications to be established or continued and the number of employees in such classifications; establish the educational program, curriculum, organization and structure of the

schools and the location of the schools; introduce new pedagogical innovations, textbooks and instructional materials; determine the prescribed courses of study and the means of providing a comprehensive program to the students.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definition of Grievance

- A. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific Article and Section of this Agreement.
- B. The term "Paraprofessional" may include a group of Paraprofessionals who are similarly-affected by a grievance.

4.02 Paraprofessional's Right to Present a Grievance

All complaints and grievances will be handled in the manner described in the sections to follow.

- A. Step 1 – Informal – To Building Supervisor - Any Paraprofessional having a complaint shall within five (5) working days after the occurrence of the alleged violation, or when the employee knew or should have known of the occurrence of the alleged violation, first discuss this matter with their Building Supervisor. If the complaint is fully adjusted, consistent with the terms of this Agreement and the union representative has been given the opportunity to be present at such adjustment, a copy of the adjustment shall be given to the complainant, the union representative and the union president.
- B. Step 2 – Formal – To chief Human Resources administrator - If the grievance is not resolved in Step 1, the Paraprofessional and the Union may reduce the grievance to writing, and present the grievance to the chief Human Resources administrator for his/her written answer. The written grievance shall be on a form attached to this Agreement, must be filed within five (5) working days after the date of the Supervisor's oral answer in Step One, and in any event, within twenty (20) working days after the occurrence of the alleged violation, and shall be signed and dated by the Paraprofessional(s) and Union President, or his/her designee. The chief Human Resources administrator and/or his/her designee, shall give the Paraprofessional an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

- C. Step 3 - To the Superintendent - If the grievance is not resolved in Step Two, the Paraprofessional and Union may, within five (5) working days after the answer in Step Two, appeal the grievance to the Superintendent of Schools or his/her designee. The appeal shall be in writing and shall be signed by both the Paraprofessional and the Union President or his/her designee.
- D. Step 4 - Arbitration - If the grievance is not satisfactorily resolved at Step 3, the Union or the Board may submit the grievance to arbitration by filing a Demand for Arbitration within fifteen (15) days from the date of the Step 3 answer. If the grievance is appealed by the Union, the written notice shall be given to the Superintendent. If the grievance is filed by the District, the written notice shall be given to the Union. All arbitration proceedings shall be in accordance with the rules of the American Arbitration Association governing labor arbitration.

Within ten (10) days following receipt of the Notice to Arbitrate, a representative from the Union and the chief Human Resources administrator (or his/her designee) shall either mutually agree to one of the arbitrators from the panel below, or select one of the arbitrators from the panel below by blind draw. The arbitrators on the panel list shall be:

Thomas Gravelle
Mario Chiesa
Anne Patton
Mark Glazer

Multiple grievances may not be submitted at the same time to the same arbitrator unless by mutual agreement.

The decision of the Arbitrator shall be final and binding upon the District, the Union, and the Paraprofessional(s) involved.

4.03 Powers of the Arbitrator

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the District where the District is given discretion by the terms of this Agreement or by the nature of the area in which the District was acting.

4.04 Filing Fees and Costs of Arbitration

The filing fee and the cost for the services of the Arbitrator, including per diem expenses, shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

4.05 Time Limits

Any grievance not advanced to the next step within the time limit in that step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Union, in writing, then the new date shall prevail.

4.06 Back Wages

Except in the case of payroll error, the District shall not be required to pay back wages more than five (5) days prior to the date a written grievance is filed.

- A. 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 that he/she may have received from any source during the period of back pay. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

4.07 Grievances Occurring Prior to the Effective Date or After Termination of Agreement

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

4.08 Settlement of Grievance

Any written agreement reached between the District and the Union representative is binding on all Paraprofessionals affected and cannot be changed by any individual.

4.09 Processing of Grievance During Non-Working Hours

Grievances arising under this Article shall be processed during non-working hours unless mutually agreed otherwise.

4.10 Processing of Grievance After Resignation

No grievance shall be filed or processed further by a Paraprofessional or the Union after the effective date of the Paraprofessional's resignation.

4.11

The Union shall notify the District, in writing, of the names of the Union President and Building Representatives. The District shall not be obligated to recognize the Union President or Building Representatives until their names have been so certified, in writing, to the District.

ARTICLE V - NO-STRIKE CLAUSE

5.01 No Strike or Work Interference

The Union and the Paraprofessionals agree that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.

5.02 Action by Union

The Union further agrees that it will take prompt action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, or work interference or curtailments of any kind by notifying the Paraprofessionals and the public that it disavows these acts.

5.03 Discipline Including Discharge of Paraprofessional

The Union agrees that the District has the right to discipline (including discharge) any and all Paraprofessionals who violate this Article and accordingly the severity of the discipline may not be reduced in an arbitration proceeding under this Agreement.

5.04 Legal Remedies

The Board of Education, in the event of a violation of this Article, shall have the right, in addition to any other remedies available at law, to obtain injunctive relief for breach hereof against the Union and Paraprofessionals, provided, however, that if the Union promptly disclaims, in writing, within forty-eight (48) hours, to the Board and publicly, responsibility for any activity prohibited thereby, it will not be liable for damages therefore.

ARTICLE VI - SENIORITY, LAYOFF AND RECALL, GENERAL WORKING CONDITIONS

6.01 Probationary Period

During a Paraprofessional's first sixty (60) student attendance days (days students are in school), exclusive of leaves of absence, he/she shall be considered to be in a period of probation.

6.02 Definition of Seniority

Seniority shall be defined as length of service in the bargaining unit, starting with his/her first day of work in the bargaining unit after completion of the probationary period, exclusive of layoff and unpaid leave days (exceptions listed in 8.02A and 8.06A). During such layoff and/or unpaid leave periods, seniority shall not continue to accrue but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave, except as otherwise provided in 6.05 below.

6.03 Placement on Seniority List

After completion of the probationary period, Paraprofessionals shall be placed on a seniority list as of the first day worked. Seniority for Paraprofessionals who have the same first work day shall be determined by the last four digits of the Paraprofessional's social security number with the higher social security number having priority over the lower number.

6.04 Posting of Seniority List

Upon ratification of this Agreement, the District will post a seniority list for the bargaining unit. Each year thereafter, within two (2) months following the commencement of the academic school year, the district shall provide copies of a current seniority list. This list shall be posted on the District Intranet. The Union shall be provided with a copy by the first Monday in November each year.

If written notification is not received by the chief Human Resources administrator from either the Union or the individual Paraprofessional, within ten (10) working days from the posting date, it shall be presumed that the list is accurate and no further appeal shall be allowed. In no event will the District be required to pay backpay prior to the posting date by reason of the correction of an error on such initial list.

6.05 Termination of Seniority

A Paraprofessional shall be terminated and lose seniority rights if he/she:

- A. Quits.
- B. Is discharged.
- C. Is laid off for a period of three (3) years or the Paraprofessional's seniority at the time of layoff, whichever is less.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence from work without properly notifying the District according to the call-in procedure set forth in 6.10 of this Article.
- F. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
- G. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
- H. An employee 1) transferred; or 2) promoted to a supervisory position outside the bargaining unit, shall retain and accumulate seniority for one year. After one year, his/her seniority shall be frozen. In the event the employee is returned to the

bargaining unit by the District, he/she may exercise his/her accumulated frozen seniority.

I. Retires.

6.06 Discipline of Probationary Paraprofessional

In the period of probation, the chief Human Resources administrator or his/her designee, shall have the right to discipline, discharge, suspend or layoff the probationary Paraprofessional and such action will not be subject to the grievance procedure. Provided, however, a conference with the chief Human Resources administrator or his/her designee will be held upon the written request of the probationary Paraprofessional filed in the Human Resources Office within ten (10) days following the action of discipline, suspension, discharge or layoff.

6.07 Discipline of Seniority Paraprofessional

A seniority Paraprofessional shall not be suspended or discharged for reasons that are arbitrary or capricious.

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all seniority Paraprofessionals for reasons that are not arbitrary or capricious.

The parties recognize the unique characteristics of the District and the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:

1. Written Warning
2. Written Reprimand
3. 1 to 3-Day Suspension
4. 3 to 5-Day Suspension
5. Discharge

While the District subscribes to the principle of progressive discipline, it is understood that based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

If an employee is on the premises at the time of his/her suspension or discharge, the employee shall, upon request, be permitted to discuss the matter with an available Union Representative before being required to leave the premises unless circumstances make it advisable to remove the employee from the premises immediately.

In the event that a unit employee faces criminal charges, said employee must initiate immediate contact to the chief Human Resources administrator specifying the nature of the charges pending.

6.08 Layoff and Recall

- A. In the event that the District determines that it is necessary to reduce the number of Paraprofessional(s) through lay off the Paraprofessional(s) with the highest seniority in the affected job assignment will be given the opportunity to accept a voluntary lay off.

If there are no volunteers, the Paraprofessional with the lowest seniority will be laid-off first utilizing the following process:

First, the Paraprofessional(s) in the affected job assignment will be declared surplus, provided the remaining Paraprofessionals in that job assignment have the ability to perform the available work;

Second, the surplus Paraprofessional(s) shall bump the least senior Paraprofessional(s) with like hours. If there is no least senior with like hours, then the surplus Paraprofessional shall bump the least senior in the bargaining unit, regardless of hours, providing the surplus Paraprofessional has more seniority than said least senior, and has the ability to perform the available work. The least senior shall then be laid-off.

- B. When a position(s) in the bargaining unit is declared vacant by the District, the laid-off Paraprofessionals shall be recalled in order of seniority, starting with the most senior, providing the Paraprofessional has the ability to perform the available work. If there is a higher seniority Paraprofessional returning from a leave of absence who has given proper notification of intent to return, said higher seniority Paraprofessional will be placed in the vacancy provided he/she has the ability to perform the available work.
- C. For purposes of this article, a Paraprofessional shall be deemed to have the ability to perform the available work if the employee can perform the work with simple instructions and/or required training not to exceed two weeks.
- D. During layoff, neither wages nor fringe benefits will be paid, nor will sick wage increments or seniority accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated.
- E. In the event a Paraprofessional on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Human Resources Office, and such Paraprofessional does not notify the chief Human Resources administrator in writing, by certified mail, return receipt requested, within two (2) business days after such offer, of his/her acceptance, then such Paraprofessional shall have no further rights of reinstatement unless approved by the chief Human Resources administrator in writing. It is understood that it is a Paraprofessional's responsibility, while on layoff, to keep the chief Human Resources administrator informed in writing of his/her current address and his/her failure to do so constitutes a waiver of his/her reinstatement rights.

- F. The two (2) business day limitation in which the Paraprofessional has to notify the District of his/her acceptance, as set forth in Section C above, may be waived by mutual written agreement between the Union and the District.

- G. Current job assignments are LRE Paraprofessional, Media Center Paraprofessional, Resource Room Paraprofessional, Multi-Disciplinary Paraprofessional, Learning Consultant/Assisted Learning Paraprofessional, Categorical Classroom Paraprofessional, ECIP Paraprofessional, Title I Paraprofessional, At-Risk (31a) Paraprofessional, Online Learning/Credit Recovery Paraprofessional, ESL Paraprofessional and Classroom Paraprofessional.

- H. Temporary adjustments or layoffs to the workforce not to exceed ten (10) working days due to such things as emergencies, breakdown of equipment, fire, flood, labor dispute, civil disorder or other conditions beyond the control of the District may be made without application to the above provisions. There shall be no loss of seniority because of such a layoff.

- I. In the event the District schedules a shortened workweek (including reducing hours) for an employee or group of employees within job assignment, such shall not be considered a layoff and the provisions of this Article shall not apply. However, if the result of the reduced workweek is to lower a Paraprofessional's hours by one (1) hour per day or more or the reduction results in loss of benefits (i.e., below 20 hours), a Paraprofessional so reduced shall be considered to have been laid-off and shall be entitled to the bumping rights set forth above.

6.09 Address and Telephone Number

It shall be the responsibility of each Paraprofessional to notify the District of any change of address or telephone number. The Paraprofessional's address and telephone number, as it appears on the District's records, shall be conclusive when used in connection with all notices to Paraprofessional.

6.10 Building Closings

- A. In any situation (such as severe weather, hazardous road conditions, heating plant failure, etc.) when in the opinion of the Superintendent of Schools, it is necessary to discontinue classes for pupils in any one school building or in the entire District, information will be provided through a designated radio station or by telephoning the Paraprofessional sixty (60) minutes before reporting time, where possible. It is expected that Paraprofessionals will report to work at the regular time and location for assignment unless notified otherwise by the Superintendent or his designee of their reassignment.

- B. When a school(s) is closed by the District due to inclement weather or other emergency, Paraprofessionals shall not report to work unless otherwise directed.

Paraprofessionals will be paid for the first two school closing days due to Act of God if they are not otherwise reassigned.

Paraprofessionals may be granted pay for other days missed due to a school closing or allowed to make-up the days at the sole discretion of the Superintendent or his/her designee.

6.11 Reporting Child Abuse and Neglect

All Paraprofessionals shall be given copies of Administrative Policies and a clear statement on the procedure for reporting child abuse and neglect.

6.12 Equipment and Supplies

Paraprofessionals shall have access to available instructional equipment and supplies deemed by the District to be necessary in the performance of their duties.

6.13 Behavior Objectives

Paraprofessionals shall not be responsible for writing or developing behavior objectives or lesson plans. However, they are expected to work with and assist the teacher in this endeavor.

6.14 Treatment of Students

Paraprofessionals will not use corporal punishment and will not verbally or physically abuse students.

6.15 Evaluations

Supervisors will strive to conduct written performance evaluations for all seniority Paraprofessionals at least once every 3 years.

6.16 Conflict Between Teacher and Paraprofessional

In the event a problem exists between a Paraprofessional and his/her teacher, the matter shall be brought to the attention of the principal who shall attempt to resolve the problem on an informal basis. In the event the matter is unable to be resolved with the principal, the Union will bring the issue to the chief Human Resources administrator on an informal basis before a grievance is filed (See 4.02)

ARTICLE VII - VACANCIES, TRANSFERS AND ASSIGNMENTS

7.01 Definition of Vacancy

A vacancy is a position that arises by virtue of a newly-created position, a resignation, a termination, or an approved leave of absence exceeding twelve (12) weeks which the District desires to fill.

7.02 Posting of Vacancies

Whenever the chief Human Resources administrator or his/her designee declares a vacancy in the bargaining unit, the vacancy shall be posted on the District's website under "Employment" for not less than five working days, with email notification to the Union President.

7.03 Filling of Vacancies

Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District if the chief Human Resources administrator or his designee agrees. The District shall not be bound to make any paraprofessional placement decisions based solely on seniority.

Vacancies and new positions will be filled from present bargaining unit applicants who have completed their probationary period, completed an online application as an internal applicant for the posting and meet the qualifications as posted. Upon his/her request, any unsuccessful bargaining unit applicant with greater seniority than the selected applicant will receive an explanation as to why he/she was not selected.

If no present bargaining unit applicant meets the qualifications, the District shall notify the Union. The District may hire an external applicant. Matters pertaining to the sole discretion of the District in determining assignments shall not be subject to grievance.

7.04 Employees on Layoff

Employees on layoff and returning from a leave of absence shall be placed before hiring a new employee, provided the employee is deemed qualified to perform the available work, as provided in Section 6.08.B.

7.05 Involuntary Transfer

Before an employee is involuntarily transferred to another building or site, the District agrees to consider the effected employee(s) work experience, training, qualifications, previous transfer requests, and seniority.

7.06 Transfer Requests

In order to give consideration to the desires of employees, Paraprofessionals desiring to transfer to a vacant position shall file a transfer request with the building principal and a copy to the chief Human Resources administrator and a copy to the Union President. Transfer request forms may

be obtained from the District Intranet. The request shall specify the job or building assignment. Transfer requests shall be kept on file for a period of twelve (12) months. Such transfer requests must be filed on or before June 1st for the coming school year.

Under normal circumstances, internal building transfer requests are considered before transfer requests between buildings, and requests from seniority Paraprofessionals are considered before new hires.

Transfer placements within the classification of Paraprofessional, shall continue to be the right of the District based on District needs, the best interests of students, the consideration of the desires of the employee and seniority. The decision of the District, however, in making transfer placements or filling vacancies, shall be final.

7.07 Temporary Filling of Vacancy

Until a qualified applicant is selected, the chief Human Resources administrator or his/her designee may fill a vacancy on a temporary basis, but if the temporary employee applies for the vacancy, he/she shall not be considered to have greater qualifications than other applicants.

7.08 District Employee Hired Into Bargaining Unit

In the event a Northville Public Schools employee is hired to fill a vacancy in the bargaining unit, said individual will carry his/her sick bank over (up to the limits defined in this agreement) and applicable waiting periods for in-services will be waived, provided the individual has been continuously employed by the District for at least one (1) year prior to such hire and is currently covered under applicable District insurances. Such individual shall still be subject to the probationary period set forth in Article VI, Section 6.01 and seniority shall be as set forth in 6.02.

7.09 Management Decisions

The decisions of the chief Human Resources administrator regarding all staff placement matters and the filling of vacancies shall be final and not subject to the grievance arbitration process.

ARTICLE VIII - LEAVES OF ABSENCE

8.01 Sick Leave

- A. Seniority Paraprofessionals working a minimum of twenty (20) hours per week shall be entitled to sick days equal to the number of hours that they are normally scheduled to work per day, at the rate of one (1) day per month of work for up to ten (10) days per year (September through June).

A month of work is defined as working fifty percent (50%) or more of the workdays in the month.

Probationary employees shall accumulate sick leave at the rate of one (1) day per month of work; however, it shall not be considered earned and credited to the probationary employee's sick bank until the probationary employee obtains seniority status.

1. Paraprofessionals who are going to be absent due to illness must report said absence to the District sub-finder system no later than ninety (90) minutes prior to their regular reporting time on the day of the absence.
 2. All requests for sick leave are subject to approval by the chief Human Resources administrator or his/her designee; proof of illness or disability may be required if reasonable suspicion of abuse exists.
 3. Paraprofessionals may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, children, sister, brother, father-in-law, mother-in-law, parental grandparents or grandchildren. When the use of family illness days exceeds three (3) consecutive workdays, the Superintendent or designee may require the Paraprofessional to provide a statement setting forth the specific illness or disability of the family member and the expected length of absence. At District discretion, this provision may be used in conjunction with the FMLA provision (8.09).
 4. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid an employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- B. Sick days shall be posted to the Paraprofessional's bank following the month earned.
- C. Any sick leave not used by the end of each year shall be added to the yearly sick leave allocation for the following year, up to a maximum of one hundred thirty (130) days. Current employees with more than (130) days in their sick bank at the time of ratification may carry forward that balance until such time that it drops to (130) days. No additional sick leave will be allocated to those employees already at or above the (130) threshold. Annual allocations may not result in a balance in excess of (130) days.
- D. In the event of an absence of a Paraprofessional due to personal illness or disability in excess of three (3) consecutive working days, then, at the Paraprofessional's expense, the Superintendent, or his designee, may require the Paraprofessional to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence. For any employee with a pattern of absenteeism over more than one year, the District may require such a statement after any absence. If such documentation is required of the employee, the Federation steward will be notified.

- E. The District agrees to pay regular full-time employees with ten (10) or more years of active service to the Northville Public Schools, upon retirement from the School District, the lesser of \$40 for each single day of unused sick leave, or one-half of their regular daily rate-for each single day of unused sick leave. To be eligible for retirement benefits, an employee must notify the District seventy (70) days prior to his/her retirement date of his/her application to the Michigan School Retirement Fund, and submit proof to the effect that he/she will actually receive retirement benefits for the period commencing on the first day of the month following the month of termination. This provision only applies to K12 Paraprofessionals employed before November 6, 2008.
- F. A physician's verification of personal or family illness may be requested by the Office of Human Resources at the employee's expense, when the employee's absence immediately precedes or follows a vacation or a District holiday.
- G. In order to protect the children of the District, upon the recommendation of the chief Human Resources administrator, the Superintendent may, at the District's expense, have an employee take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.

8.02 Extended Sick Leave -

- A. Any Paraprofessional whose personal illness extends beyond the period compensated under 8.01A. above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the Paraprofessional to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of Education, or its designee. Any health leave granted under this Section A shall be without pay or fringe benefits, seniority accrual (seniority ceases to accrue on the eleventh day if the leave exceeds thirty (30) consecutive work days), or sick day accrual. Written notice of intention to return to work shall be given in writing to the chief Human Resources administrator at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the Paraprofessional's right to employment in the School District.
- B. If a Paraprofessional reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resources Office of this fact, and shall provide the Human Resources Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the Paraprofessional's disability will commence, and the

expected length of the absence. In the case of a disability due to pregnancy, it is expected that a Paraprofessional will comply with this section at least six (6) months before the expected date of birth.

- C. In the event a Paraprofessional is unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, then the Superintendent, or his/her designee, may periodically require the Paraprofessional, at the Paraprofessional's expense, to submit a physician's statement verifying the continued medical necessity for the Paraprofessional's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
- D. In all cases where the Paraprofessional has been absent for more than fifteen (15) working days, the Paraprofessional shall provide the Human Resources Office, before returning to work, a physician's statement certifying that the Paraprofessional has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions
- E. The chief Human Resources administrator, or his/her designee, may, at any time, require a Paraprofessional, at the District's expense, to be examined by a District appointed physician to determine if the Paraprofessional is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee shall sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the employee's physician copies of all of his/her pertinent medical records, subject to the restrictions of HIPPA.
- F. If a Paraprofessional's leave of absence due to illness or disability was fully compensated by paid sick days from the Paraprofessional's sick bank, and the leave of absence did not exceed twelve weeks or sixty (60) school days, then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be assigned to his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded twelve week or sixty (60) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be returned to work and assigned by the Superintendent, or his designee, to a vacant position within the bargaining unit for which he/she is qualified, determined by the chief Human Resources administrator or his/her designee. If no such vacancy exists, the employee may bump the least Paraprofessional at the beginning of the school year following the expiration of the granted leave of absence, provided he/she has more seniority than said the least senior Paraprofessional.

In the event an illness or disability necessitates that a Paraprofessional be absent more school days than what is compensated by the Paraprofessional's sick bank, and the Paraprofessional was granted an unpaid leave under Section A. above,

then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be entitled, following recovery, to be assigned by the chief Human Resources administrator, or his/her designee, to a vacant position for which the chief Human Resources administrator, or his/her designee, determines he/she is qualified.

- G. Notwithstanding any other provision of this Article, to the contrary, in the event a Paraprofessional is requested, in writing, by the School District, at any time, to fill an available position in the bargaining unit following the paraprofessional's recovery from the illness or disability, and the Paraprofessional does not report to work in that position on the designated date set forth in the notification, then such Paraprofessional shall have no further rights of reinstatement, and the Paraprofessional's failure of acceptance shall be treated as resignation of employment.
- H. When a Paraprofessional has taken a health leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to the leave of absence.
- I. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the Paraprofessional if he/she would have been otherwise scheduled to work, but for the illness or disability.
- J. If the Paraprofessional's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the Paraprofessional is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.
- K. Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.
- L. In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.
- M. It shall be the sole and only function of the arbitrator, after due investigation, to render a decision whether the Paraprofessional was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's

decision is in favor of the School District, the arbitrator's decision shall require the Paraprofessional to return all monies expended by the School District in paying any salary and fringe benefits during the time the Paraprofessional was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the arbitrator under this provision.

- N. The cost of the services of the physician arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them and neither party will be responsible for the expenses of the witnesses called by the other.
- O. There shall be no appeal from the physician arbitrator's decision. It shall be final and binding on the Association, its members, the Paraprofessional involved, and the School District if the decision is within the scope of the physician arbitrator's authority as set forth above.
- P. If the School District disputes the illness or disability of the Paraprofessional, and the absence of the Paraprofessional will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to law and will not be subject to resolution by Section K, above.
- Q. As used herein, the term physician shall mean a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the Paraprofessional was treated by a licensed physician or osteopath.

8.03 Business Days

- A. A Paraprofessional working a minimum of twenty (20) hours, whose sick leave / family illness leave (non-FMLA) in the prior school year totaled less than 10 days, shall be entitled to one (1) day during each half of the standard school year for time necessary to conduct a business transaction which is impossible to do on a weekend, during a school recess or after the Paraprofessional's hours of work. Those who were absent 10 days or more days (non-FMLA) in the prior year will earn one such day during the standard school year, not one per semester. When a Paraprofessional's absences in consecutive years reach 10 or more (non-FMLA) days per year, there shall be no business days provided for the subsequent school year. The request for a business day shall be made in writing, except in the case of an emergency, must be made to the chief Human Resources administrator or his/her designee at least five (5) days prior to the requested date. Business days may not be taken immediately preceding or following a holiday, a weekend in conjunction with a holiday, or school recess. Unused business days shall be added to the Paraprofessional's sick bank at the beginning of the school year as established in the calendar adopted by the School District. If requested by the School District, a Paraprofessional is required to set forth the reason for the leave as a condition for the leave.

1. Paraprofessionals working less than twenty (20) hours per week or less than one hundred eighty (180) days shall not be entitled to business days.
- B. Under extenuating circumstances, two (2) consecutive business days may be requested by a Paraprofessional. Any such request shall be in writing stating the reason for the request and submitted to the chief Human Resources administrator a minimum of five (5) working days prior to the dates requested. The granting or denial of two (2) consecutive business days shall be at the sole discretion of the District and not subject to the grievance procedure.
- C. During the course of a year, extenuating circumstances may require an additional day(s). Said day(s) may be granted with the prior approval of the chief Human Resources administrator. However, appropriate verification satisfactory to the District must be submitted beforehand. Said days will be subtracted from the employee's sick bank. The granting or denial of additional days will be at the sole discretion of the District and not subject to the grievance procedure.

8.04 Funeral Leave

- A. All Paraprofessional whose assignment is a minimum of twenty (20) hours per week and who are assigned to work not less than one hundred eighty (180) days per year shall be entitled to be absent without loss of pay for up to three (3) normally-scheduled working days following the death, for time necessary to attend the funeral of a member of the Paraprofessional's immediate family. For purposes of this article, immediate family shall be defined as father, mother, spouse, parent of spouse, sister, brother, grandparent, step-parent, step-child, step-brother/sister, foster child living in the home and legal guardian, grandparent of spouse, child and grandchild. Said days will not be deducted from sick leave. If the funeral is two hundred (200) miles or more from the Paraprofessional's home, they shall be granted one (1) additional day. The Paraprofessional shall submit written documentation of attendance if requested to do so by the District.
- B. When death occurs to the following seniority Paraprofessional's relatives: brother-in-law, sister-in-law, aunt, uncle, niece, nephew, the Paraprofessional shall be excused one (1) day, the day of the funeral. This day will not be deducted from the employee's sick bank. Written documentation shall be provided if requested by the District.

8.05 Military Leave

Military leave of absence, without wages or fringe benefits, shall be granted to any regular full-time Paraprofessional who shall be inducted, or who shall enlist, for one period of enlistment for military duty in any branch of the Armed Forces of the United States, including being called to active duty in the United States Reserves. A Paraprofessional shall be reinstated to the first available vacancy provided he/she applies for reinstatement within sixty (60) days after release from such military service.

8.06 Jury Leave

- A. A regular full-time seniority Paraprofessional shall be granted a leave of absence not deductible from his/her earned sick leave for jury duty.
- B. A Paraprofessional who serves on jury duty on a scheduled work day shall endorse the juror's pay over to the Northville Public Schools, minus the mileage allowance and will be paid their regular pay rate for the day(s).
- C. The District reserves the right to ask to have the Paraprofessional excused from jury duty and the Paraprofessional agrees to assist the District in this effort if requested.
- D. A regular, full-time seniority Paraprofessional requested to appear in Court to give testimony in a case connected with the Paraprofessional's employment with the District shall be granted a leave of absence not deducted from his/her earned sick leave, provided such appearance is not brought about by an illegal and/or negligent action on the part of the Paraprofessional or by an action against the District by the Union or employee.

8.07 Union Business Days

The Union will be entitled to five (5) days per school year for Union business. Said days must be requested in writing by the Union President and have the prior approval of the chief Human Resources administrator before they are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or for collective bargaining. The Union shall pay for the cost of the substitute if one is utilized. Should it become unlawful for the District to provide for such Union release time, this provision will no longer be in effect.

8.08 Other Leaves

- A. Leaves of absence without wages, fringe benefits or seniority accrual (seniority ceases to accrue if the leave exceeds ten (10) consecutive work days), other than those listed above, may be granted at the discretion of the chief Human Resources administrator. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the chief Human Resources administrator at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the Paraprofessional's right to employment in the School District.
- C. Upon expiration of the granted leave and timely and proper notice to the chief Human Resources administrator, the Paraprofessional shall be assigned to a vacant position for which, in the judgment of the chief Human Resources administrator he/she is fully qualified and has the ability to perform.

- D. When a Paraprofessional is granted such a leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to leave of absence and sick days held at the start of the leave shall be reinstated

8.09 Family and Medical Leave Act

The District shall grant, per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- A. Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
- B. Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
 - 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. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
 - 4. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.
 - 5. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Additionally, for leaves of the type described in (6) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:

- 6. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing

medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District, at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

The District, at its sole option, may require the employee to use accrued paid leave prior to beginning an unpaid leave under the Family and Medical Leave Act.

No employee will be required to withdraw their personal accrued sick bank below a total of ten (10) days unless it is the result of the employee's own serious health conditions.

ARTICLE IX - COMPENSATION

9.01 Wages

2017-18

The parties agree that all unit employees will be migrated to the new wage schedule, replacing all prior wage scales. Effective upon ratification of the 2017-2019 agreement, each bargaining unit employee will be placed on the new wage schedule's step or partial step increment and resulting in each unit employee's 2016-2017 base wage rate increasing no less than (2.0%) two percent during the 2017-2018 year. Once migrated to the new wage scale, there shall be no other wage scale increase or movement during the 2017-2018 year.

2018-19

In the event that Board of Education approves a budget for the 2018-19 school year that projects a General Fund Balance of 15% of the General Fund expenditures or higher (including the cost of the contingent increase in compensation detailed below), the following shall apply:

All eligible employees will advance one half step.

In the event that the Board of Education approves a budget for the 2018-19 school year that projects a General Fund Balance of less than 15% but more than 11% of the General Fund expenditures (including the cost of the contingent increase in compensation detailed above), the following shall apply:

All employees will receive an off-schedule payment equivalent to 1.5% that does not add to the employee's base wages. Payment of the 1.5% off schedule payment will be made into equal lump sum payments with the payroll at or following the end of each semester.

In the event that the Board of Education approves a budget for the 2018-19 school year that projects a General Fund Balance of less than 11% of the General Fund expenditures (including the cost of the contingent increase in compensation detailed above), the following shall apply:

All employees will remain at the 2017-18 base wage rate with no increase or movement on the salary scale during 2018-2019 (wage freeze.)

For both 2017-18 and 2018-19: Any employee receiving suspension without pay or an unsatisfactory evaluation in the year preceding the effective date of wage increases if any may be denied eligibility for any increase in base wage rates. Such determination will be made by the chief Human Resources administrator in consultation with the employee's supervisor. Any such denial of eligibility will be made known to the Federation's steward or representative.

The District will not require furlough days given that paraprofessionals only work on days in which students are in attendance. Student half days are half-days for paraprofessionals except where otherwise specified within this agreement, or approved in advance by the chief Human Resources administrator.

- A. Wage rates for Paraprofessionals are set forth in Appendix A (revised from prior wage scales,) attached to this Agreement with wages adjusted based on the terms noted above.
- B. While it is understood that the designation of a classification or a job assignment is not intended to designate job content or to restrict work assignments, it is

understood that should the District change the duties of a classification or job assignment to the extent that materially different skills or responsibilities are required, the Union has the right to bargain over the rate for such new job. Moreover, prior to making such change, the District shall meet with the Union to discuss the proposed changes.

- C. The steps in the salary schedule are based upon years of employment in the District. Employees hired prior to February 1st of a school year will move to the next step at the beginning of the next school year. Employees hired after February 1st of a school year will remain on their step for the next school year. Paraprofessionals will only advance on full or half steps during the life of this agreement if the criteria of the formula for 2018-19 support that. Otherwise, wages will be frozen at the 2017-18 level.

9.02 Previous Experience or Education at Time of Hire

The District, at its sole discretion, may hire a Paraprofessional on Steps 1, 2 or 3 of the salary schedule in recognition of outside experience or an earned degree from an accredited college or university. Credit for outside experience shall only be granted at the time of initial employment or within the first ninety (90) days of employment. The District will inform the Union President, and verify the employee's outside experience or educational background.

In the event that the administration determines the only suitable candidate for a vacancy has experience and/or qualifications that call for a placement above Step 3, the District may exercise discretion in making no more than two Step 4 placements at the time of hire during the period of this agreement. Consideration may be given to any adjustments that may be equitable for those employees with the same qualifications at the time of hire who are currently at a lower step increment, at the District's discretion, after consultation with the union. Any decision on such consideration shall not be subject to grievance arbitration.

9.03 Hours of Work

- A. The normal workday for Paraprofessionals shall be established by the District and may vary between job assignments. The District has the right to decide starting and ending times for each Paraprofessional, and to assign lunch break periods. No breaks other than the lunch break (for full-time paraprofessionals) are provided.
- B. Paraprofessionals regularly-scheduled to work thirty (30) hours per week may take a thirty (30) minute unpaid lunch per day.

9.04 Paid Days

- A. The normal work year shall be the days of student instruction (currently 180). Paraprofessionals shall only work at times when students are in attendance except as otherwise stated within this agreement.

- B. During the week before school begins for students, Paraprofessionals will be paid to work two (2) days prior to the start of school, to be determined by the District. The building and/or District administration may direct the work of the Paraprofessionals on both days.
- C. Additional Work Days - Learning Consultant/Assisted Learning Paraprofessionals, Resource Room Paraprofessionals, Categorical Classroom Paraprofessionals, and Media Paraprofessionals will work one (1) additional day, or the equivalent hours in June to assist in gathering and cataloging materials. Timesheets must reflect actual dates and hours worked.
- D. Conference Days - Learning Consultant Paraprofessionals, Resource Room Paraprofessionals, Categorical Classroom Paraprofessionals, and Media Center Paraprofessionals will also work their regular schedule during conference half-days.
- E. A half day of work is defined as one-half of the hours that the employee is regularly scheduled to work on a full day. Working hours in excess of that amount on a half day of school requires advance approval from the building principal and Human Resources. Elementary half-day equals no more than 3.7 hours for Paraprofessionals. Middle and High school half-day equals no more than 3.5 hours for Paraprofessionals.

9.05 Professional Development

- A. At the discretion of Administration, and based upon District need, Paraprofessional(s) will be paid to attend one (1) scheduled Professional Development day, each year if determined to be necessary by the Administration, in consultation with the Federation. Attendance and participation is mandatory. Paraprofessionals will complete online modules for required training such as blood borne pathogens without further compensation, not to exceed 3 hours a year.
- B. Paraprofessionals will have responsibility for assisting the Administration in planning for appropriate activities in which the Paraprofessionals will participate, if Administration determines Professional Development will be separate from the teachers.
- C. The District agrees to budget \$2,000 per year to enable employees to attend approved conferences, workshops and visitations in topical areas directly related to their work assignment. The initial request must be reviewed by the Executive Board of the Federation of Paraprofessionals, and then as approved by the immediate supervisor and chief Human Resources administrator. Actual allocation of such funds is subject to budgetary constraints placed by the Superintendent in any given year. The \$2,000 is intended to cover conference, workshop fees, mileage and substitute costs. In addition, LREs may attend

approved conferences, workshops and visitations paid for by the Office of Special Education that will not be deducted from the \$2,000.

9.06 Paid Holidays

Seniority Paraprofessionals will receive a paid holiday for Labor Day, Thanksgiving Day and Christmas Day, provided the Paraprofessional must have worked the last scheduled work day prior to the holiday and the next scheduled work day after the holiday.

9.07 Health Care Paraprofessional Stipend

The District will determine the need for Health Care Paraprofessionals in a building and shall be responsible for their selection and assignment, subject to the qualifications contained in the Job Description. Paraprofessionals who are interested in being a Health Care Professional may file a written request with the Human Resources Department pursuant to Article 7.06. HCPs will be assigned by the District, as needed, on an annual basis.

Appointed Health Care Paraprofessionals shall receive a stipend of Six Hundred Fifty Dollars (\$650) per semester. Said stipend will be paid at the end of the semester. It will be prorated for any leaves of absence in excess of ten days in the semester.

Back-up HCPs, as appointed by the District on an annual basis, will earn an additional hourly stipend of \$1.00 for hours that they are called upon for HCP duties and actually provide that service in the absence of the HCP.

9.08 LRE-Medically Fragile Student (LRE-MFS)

Least Restrict Environment Paraprofessional for a Medically Fragile Student will be assigned to students recognized as medically fragile by the District based on the medical needs of the student. Selection will be made by the Building Administrator and Director of Special Services, subject to the qualifications contained in the Job Description. The LRE-MFS stipend will be paid to the Paraprofessional as long as they are appointed to work with a medically fragile student. LRE-MFS will receive a stipend of five thousand (\$5000) dollars per semester. Said stipend will be paid at the end of the semester. It will be prorated for any leaves in excess of ten days in the semester for full time, 35 hour/week employees or prorated to reflect hours worked.

9.09 Longevity

Paraprofessionals will be paid longevity based upon a One Hundred Eighty (180) workday schedule, calculated using the scheduled work hours at the beginning of each new school year and the rate listed below (when employed for the full semester, or year.). It will not accrue on the base salary. Longevity payments will be divided equally between the first pays in both January and June. Longevity shall be prorated for paraprofessionals working less than full-time but at least half-time.

Start of 8th year thru the 10 th year	\$800
Start of 11th year thru the 14 th year	\$1,350
Start of 15th and each year of employment thereafter	\$1,700

9.10 Mileage Allowance

Paraprofessionals will be paid at the rate established by the Board of Education policy for approved use of their personal automobile on school business.

9.11 Bi-Weekly Salary Payments

Paraprofessionals shall be paid bi-weekly.

9.12 Damage to Personal Property

- A. If, in the performance of his/her regular or assigned duties, a Paraprofessional suffers damage to his/her personal property (excluding money, jewelry, automobile or delicate clothing), the District shall either repair, replace or make a cash reimbursement to the Paraprofessional based upon the fair market value at the time of the damage.

No reimbursement shall take place:

1. If the Paraprofessional's negligence contributed to the damage.
 2. The damage for a single occurrence was less than ten dollars (\$10.00).
 3. The Paraprofessional failed to file a written claim form, provided by the district, within ten (10) working days from the date of damage occurring.
- B. In no event shall the total accumulated reimbursement for any one Paraprofessional exceed two hundred dollars (\$200.00) in an academic school year.

9.13 Workers' Compensation

Any employee who is absent from work due to an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide, but not to exceed one year.

When the employee returns, one-half (1/2) of the portion of his/her sick leave bank used or 5 days (whichever is less) will be returned to his/her sick bank.

In addition, the Board of Education will pay either the regular or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after injury or disease without loss or credit from the sick leave bank.

To be eligible for reimbursement under the terms of this Article, the employee must have worked for the Northville Public Schools for one calendar year in a Paraprofessional position.

9.14 ASD Classroom Assignments

Paraprofessionals assigned to work an (ASD) classroom will be eligible for an additional hourly stipend of \$1.00 while assigned to the program. Once assigned outside of an (ASD) classroom, the stipend will discontinue for that employee. The stipend is conditional upon current assignment to that classroom. Assignment continues to be at the sole discretion of the administration.

9.15 Associate Degree or Sixty (60) Credit Hours

After one (1) year of employment as a District paraprofessional, Paraprofessionals will be paid a Seven Hundred Dollar (\$700) stipend for a minimum of sixty (60) credit hours earned from an accredited college or university, or an Associate's Degree. The employee is responsible for providing the original degree and/or official transcripts to the Human Resources Office. This provision shall not apply to new hires after July 1, 2011 given the State requirements for paraprofessional qualifications.

This stipend will not be added to the base salary of the employee but will be payable with the first check in December annually.

ARTICLE X - INSURANCE

10.01 Health Insurance

Effective July 1, 2017, the Employer shall pay not more per month towards the medical plan than the following amounts: \$528.73 single; \$1,105.74 two person and \$1,442.00 family. Employees currently enrolled in one of the District's existing medical plans will continue in that plan thru December 31, 2017. There will be no employer contribution to the Health Savings Account. Any employee pre-payment from January through August 2017 will reduce the employee contribution September through December 2017.

Effective January 1, 2018 through December 31, 2018, and continuing each January 1 thereafter during the life of this agreement, the employer's monthly cost shall increase not more than the PA 152 percent increase for the medical plan benefit year published by the State Treasurer. Employees electing medical plan coverage shall pay the difference in cost via payroll deduction pursuant to the District's IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans:

The options are HDHPs and allow pre-tax employee contribution elections to an HSA.

Plan A – Simply Blue 1350/2700 PPO (HDHP – no employer HSA prefunding)

Plan B – Simply Blue 2000/4000 PPO (HDHP – no employer HSA prefunding)

Plan C – Blue Care Network 1350/2700 HMO (HDHP – no employer HSA prefunding)

Plan D – Blue Care Network 2700/5400 HMO (HDHP – no employer HSA prefunding)

These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the illustrative rates, as well as any adjustments to the statutory Hard Cap amounts. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance. In the event that other medical plan options become available during the term of this agreement, the parties agree to meet to consider such additional options. The parties may mutually agree in writing to modify or add to the plan options without re-opening this entire agreement. In any case, the District's contributions will not exceed the amounts outlined above, consistent with the PA 152 hard cap limitations.

Prior to Open Enrollment for the 2019 plan year, the District agrees to present multiple plan options for eligible employees to begin January 1, 2019. The District shall not pay more towards annual medical costs than the hard cap limits established pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act.

Any claim settlement between the employee and the above carrier will not be subject to the grievance procedure. The District's obligation is limited to paying its stated monthly contribution towards the annual medical costs.

Each bargaining unit employee receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall include the then-current illustrative renewal rates and all other related District expenses and contributions.

Both parties agree to comply with the Affordable Care Act and agree that the district may make adjustments based on any future rulings, findings and government guidance on compliance.

If during the life of this agreement the Federal Government issues new regulations under PPACA which would lead to the District paying any type of tax, penalty or fee, this contract shall be re-opened for further negotiations. Likewise, the District may elect to provide additional plan options in order to comply with PPACA.

Unit employees and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the

same benefit pursuant to the above, nor will they be eligible for any applicable District contribution to the HSA, if any. If the employee should lose such coverage, they will become eligible for benefits of this agreement without penalty.

The Paraprofessional shall be required to pay his/her applicable portion of the premium as set forth herein through payroll deduction which is hereby authorized.

It is the responsibility of the paraprofessional to notify Human Resources of any change in coverage eligibility or error.

To be eligible for a partial contribution to health insurance, the Paraprofessional must be regularly-scheduled to work at least twenty (20) hours or more per week, and not less than the standard school year, and not otherwise be covered by another Employer-paid health plan. An annual disclaimer of coverage must be submitted before the District is required to pay any premiums.

In order to be eligible for the full District contribution towards medical insurance, full time shall be considered 30 hours or more each week, or the minimum number of hours mandated by PPACA, whichever is higher, for a period not less than the standard school calendar. The District contribution for employees who are scheduled to work less than 30 hours but more than 20 hours shall be pro-rated. Such employee will pay the difference between the prorated employer contribution and the actual cost of the plan. In the event that PPACA increases the threshold hours for coverage during the term of this agreement, the employee shall maintain coverage, if eligible, until the open enrollment following the effective date of such an increase.

The District will pay a pro-rated share of the health insurance premium of part-time employees whose assignment exceeds an average of four (4) hours per day (but is less than full-time as previously defined) and constitutes a work year of at least one hundred and eighty (180) days, provided that they agree to pay all costs beyond the employer's prorated contribution through payroll deduction.

Eligible employees scheduled to work a minimum of thirty (30) hours per week and not less than the standard school calendar *may* enroll in the District provided health care plan provided they pay their portion of the costs as defined in this agreement.

Eligible Paraprofessionals shall be entitled to enroll in a health insurance plan in accordance with the provisions of this agreement.

A. For insurance eligibility purposes, full time shall be considered 30 hours or more each week.

B. Eligible Paraprofessionals scheduled to work a minimum of thirty (30) hours per week and not less than the standard school calendar can enroll in the District provided health care plan and will pay their portion of the costs as defined in this Article.

C. Any employee working less than 20 hours shall not be eligible for the District provided health care plan.

D. Full family coverage is limited to spouse and eligible children under age 26.

E. In the event a Paraprofessional is eligible for the employer health insurance but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under the other plan, then said Paraprofessional shall be allowed to enroll in one of the employer paid plans and said coverage shall become effective at the beginning of the next billing period. Verification of coverage or loss thereof shall be required.

F. In order to avoid double health insurance coverage, Paraprofessionals will be required to certify, in writing, to the District at the time of enrollment and annually thereafter, that they are not covered by another employer-paid health plan. Paraprofessionals who become covered subsequent to their enrollment shall notify the Human Resources Office of this fact and they will no longer be eligible for coverage under the District plan.

G. All unit employees who are regularly employed for 30 or more hours a week, or the minimum number of hours mandated by PPACA, whichever is higher, shall be eligible for medical coverage subject to the required employee contributions. The maximum wait period for medical insurance after the date of hire shall be 80 calendar days. Employees less than full time, but at least half-time who elect medical coverage are responsible for all cost beyond the prorated employer contribution toward the total costs.

10.02 Term Life Insurance

For the life of this Agreement, Paraprofessionals regularly scheduled to work a minimum of thirty (30) hours per week and not less than one hundred eighty (180) days per year who enroll in the plan shall be entitled to twenty-five thousand dollars (\$25,000) of term life insurance, including accidental death and dismemberment.

An additional Twenty-Five Thousand Dollars (\$25,000) of Term Life Insurance will be provided to Paraprofessionals working a minimum of thirty (30) hours per week who elect not to be covered by the District's Health Insurance Policy.

Paraprofessionals regularly scheduled to work twenty (20) hours per week but less than 30 hours per week and not less than one hundred eighty (180) days per year who enroll in the plan shall be entitled to a Fifteen Thousand Dollar (\$15,000) term life insurance policy.

Paraprofessionals regularly scheduled to work a minimum of twenty (20) hours per week and not less than one hundred eighty (180) days per year may purchase additional term life insurance in multiples of ten thousand dollars (\$10,000) up to a maximum of one hundred thousand dollars (\$100,000). Payment for any additional term life insurance shall be by payroll deduction.

10.03 Dental Insurance

After one year of service to the District, a Paraprofessional regularly scheduled to work a minimum of thirty (30) hours per week (20 hours for those hired prior to January 1, 1996) and not less than one hundred eighty (180) days per year shall be entitled to enroll in a dental plan paid for by the District.

Orthodontic Rider - The District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen.

The insurance carrier selected by the School District shall provide in its policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

This provision shall be subject to the terms and conditions specified in the District's dental policy and any claim settled between the Paraprofessional and the insurance carrier shall not be subject to the grievance procedure.

10.04 Vision Insurance

After one year of service to the District, a Paraprofessional regularly scheduled to work a minimum of thirty (30) hours per week (20 hours for those hired prior to January 1, 1996), and not less than one hundred eighty (180) days per year shall be entitled to be enrolled in a Vision Care insurance program paid for by the District.

This provision shall be subject to the terms and conditions specified in the District's vision care policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

10.05 Long-Term Disability

Paraprofessionals regularly scheduled to work a minimum of thirty (30) hours per week for a minimum of one hundred eighty (180) days per year shall be entitled to enroll in long-term disability insurance paid for by the District. Paraprofessionals, as defined above, shall be entitled to long-term disability coverage equal to two-thirds (2/3) of their monthly salary capped at two thousand (\$2,000) dollars. The District shall have the right to change the insurance carrier as long as the basic benefits and options set forth in the current policy continue in effect in any new policy issued by a subsequent carrier.

10.06 Limitation of Liability

- A. The insurance benefits provided for in Section 10.01, 10.02, 10.03, 10.4 and 10.5 of this Article shall be subject to the terms and conditions specified in the District's group insurance policies and any claim settlement between the Paraprofessional and the insurance carrier shall not be the basis of a grievance or subject to arbitration.

- B. The District, by payment of the premium payments and submission of the employees application required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided in this Article. The failure of an insurance company to provide any of the benefits which it has contracted for shall not result in any liability to the District or the Union.

10.07 Start of Coverage

An eligible employee who enrolls in the above plan(s) shall become insured at the beginning of the next monthly billing period following completion of his/her 80 day period in the case of health insurance, long-term disability and life insurance (for those eligible, health insurance must be in effect no later than 80 calendar days after the employee begins active duty) and following completion of one (1) year of service in the case Vision and Dental insurance. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

10.08 Incentive Health Care Opt Out

Full-time (30 hours or more per/week) Paraprofessionals who decline the District medical and dental coverage will receive payment up to \$1,000 according to the following schedule for the period between:

July 1 and December 31 - \$500.00 payable on the first pay in January
January 1 and June 30 - \$500.00 payable on the first pay in June

To receive the stipend for the first semester, the paraprofessional must notify Human Resources no later than the third Friday in November. To receive the stipend for the second semester, the Paraprofessional must notify Human Resources by the third Friday in May. Notification must be accompanied by proof of other insurance coverage for that period that provides minimal essential coverage (MEC), is compliant with the Affordable Care Act, and is not purchased from the marketplace.

In the event the Paraprofessional resigns prior to the end of either period, the stipend will be prorated accordingly. To be eligible, the employee must show proof of insurance elsewhere and have been without District insurance for the full period. Employees will not be eligible if their spouse has District coverage.

In the event that the law requires that Health Care Opt Out or Cash in Lieu payments be subject to the District's PA 152 compliance calculations, this provision of the contract shall immediately become null and void, and shall not be subject to grievance.

10.09 Discontinuation of Coverage

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of health leave of absence, said insurance coverage will be continued for one month for each year of service up to a maximum of six (6) months. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month. The above periods are subject to applicable COBRA and FMLA regulations.

ARTICLE XI - GENERAL PROVISIONS

11.01 Work Year and School Calendar

The School District agrees to review and discuss the school calendar with the Union, upon request, but the District reserves the right to make the final decision.

11.02 Law Saving Clause

- A. If any provision of this Agreement shall at any time be held contrary to law by a court of last resort in the State of Michigan or of the United States, whichever is applicable or from whose judgment no appeal has been taken within the time provided for so doing, and, in that event, all other provisions of this Agreement shall continue in full force and effect.
- B. In the event this Agreement or any part of it shall at any time be held to be contrary to such law, under conditions stated above, the parties will meet to re-negotiate the items in question.

11.03 Negotiation Procedures

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the District and the Union.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the District and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.
- C. After ratification of this Agreement, any contract alteration shall take effect upon ratification of both parties.

11.04 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement supersedes and cancels all previous Agreements and policies, either verbal or written and constitutes the entire Agreement between the parties.

11.05 Physical or Mental Examination

In order to protect the District, the District may require an employee to take a physical or mental examination at the District's expense and from a District designated physician to determine whether the employee should be continued in employment, paid for days of illness, placed on voluntary or involuntary extended sick leave, or recalled from extended sick leave.

11.06 The Americans With Disabilities

The Employer, after consultation with the Union, shall have the right to take such action as is necessary to comply with the provisions of the Americans with Disabilities Act, provided the provisions of the contract are not violated.

11.07 Surveillance

Surveillance equipment may be utilized in order to protect the health, welfare and property of the District, its employees, students, visitors and the public. Surveillance equipment will not be used for evaluation purposes.

11.08 Drug and Alcohol Testing

Before the District implements a District-wide policy regarding drug and alcohol testing, it will meet and review the proposed policy with the Union.

11.09 Contracting-Out

Any such contracting-out shall be consistent with the provisions of PA 112.

ARTICLE XII - TERMINATION AND REOPENER

This Agreement shall continue in full force and effect from July 1, 2017 until June 30, 2019.

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of

termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party of ninety (90) days written notice prior to the current anniversary date of termination.

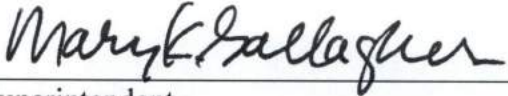
If either party desires to modify or change this Agreement, on or after June 30, 2017, above, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice. If notice of modification has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination. Any amendments that may be agreed upon shall become and be part of this Agreement.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the Northville Federation of Paraprofessionals, 2661 East Jefferson, Detroit, MI 48207 and if to the Employer, addressed to Northville Public Schools, 501 West Main Street, Northville, Michigan, 48167, or to any other such address the Union or the Employer may make available to each other.

The effective date of this Agreement is July 1, 2017.

For the Board of Education of
the Northville Public Schools:

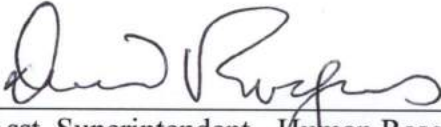
For the Northville Federation
of Paraprofessionals :



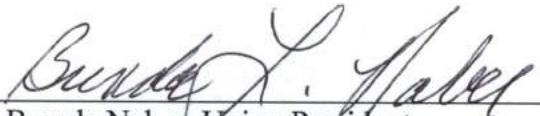
Superintendent



Ginger Roehr, AFT AFL-CIO



Asst. Superintendent - Human Resources



Brenda Naber, Union President

Appendix A

Northville Public Schools K12 Paraprofessional Wage Scale

Step	Regular Hourly Rate	
1	14.07	
1.5	14.26	
2	14.46	2.74%
2.5	14.65	
3	14.84	2.67%
3.5	15.04	
4	15.23	2.60%
4.5	15.42	
5	15.61	2.53%
5.5	15.81	
6	16.00	2.47%
6.5	16.19	
7	16.39	2.41%
7.5	16.58	
8	16.77	2.36%
8.5	16.97	
9	17.16	2.30%
9.5	17.35	
10	17.54	2.25%
10.5	17.74	
11	17.93	2.20%
11.5	18.12	
12	18.32	2.15%
12.5	18.51	
13	18.70	2.10%