

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC
AND
PONTIAC PARAPROFESSIONAL INSTRUCTORS
ASSOCIATION/MEA/NEA

July 1, 2004 – June 30, 2007

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND THE
PONTIAC PARAPROFESSIONAL INSTRUCTORS ASSOCIATION/MEA/NEA**

This Agreement is entered into this February 1, 2005 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD", and the Pontiac Paraprofessional Instructors Association MEA/NEA, hereinafter called the "ASSOCIATION", pursuant to compiled Laws 423.201 et al.

WHEREAS, the parties have reached certain understandings with respect to hours, wages, terms and conditions of employment, which they desire to confirm in this Agreement, the parties hereby, agree as follows:

ARTICLE 1 PURPOSE AND INTENT

- Item 1 The general purpose of this Agreement is to promote orderly labor relations for the mutual interest of the employee, the Board and the Association. The Board and the Association shall encourage to the fullest degree, cooperative relations between the respective representatives at all levels.

- Item 2 During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision in the Agreement. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the parties shall be empowered to effect temporary accommodations to resolve special problems.

- Item 3 The provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, handicap, national origin or political affiliation. The Board and the Association will continue to work together to assure equal employment opportunities to all.

ARTICLE 2 RECOGNITION

- Item 1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and regular part-time AI, CI, SMI, SXI and TMI paraprofessionals working with the Autistically Impaired, Cognitively Impaired, Severely Mentally Impaired, Severely Multiply Impaired or Trainable Mentally Impaired programs employed or with rights to reemployment in the District. Such representation shall cover all personnel assigned to newly created positions performing substantially like work in the above programs, but excluding positions, which are primarily supervisory.

- Item 2 All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employee(s)".

ARTICLE 3 BOARD RIGHTS

- Item 1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- Item 2 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 2.1 Manage and control its operations and direct the work force.
 - 2.2 Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 - 2.3 Direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, job content and to lay off employees.
 - 2.4 Determine the services, supplies and equipment necessary to continue its operations.
 - 2.5 Adopt employee rules and regulations.
 - 2.6 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - 2.7 Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- Item 3 The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- Item 4 The Board will adopt alcohol and drug policy with the Association having the right to challenge the policy on the grounds of reasonableness for the first thirty (30) days after issuance of the policy. The Association shall have the right to file a grievance on behalf of any member who may face charges as a result of the policy.
- Item 5 The Board will adopt absenteeism and tardiness policy. The Association will have the right to file a grievance on behalf of any member who may face charges as a result of this policy.

ARTICLE 4 ASSOCIATION AND EMPLOYEE RIGHTS

Section A Association Rights

- Item 1 The Association shall be permitted the use of school buildings for regular and special business meetings of the Association and for committee meetings on Association business, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and does not incur additional overtime cost to the Board.
- Item 2 The Association may use the interschool mail service and shall have the right to distribute Association material to employees as long as such distribution does not interfere with or interrupt normal operations.
- Item 3 The Association shall have the right to post notices of activities and matters of concern on employee bulletin boards, at least one of which shall be provided in each building where employees are assigned. All notices shall be identified as to source. The Association has the responsibility to maintain the bulletin boards so assigned.
- 3.1 The Association will have an appropriate "area" for employees to eat lunch and take scheduled breaks.
- Item 4 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils or special assignments of any District employees.
- Item 5 The Association shall have the use of Board equipment which the employees normally use including typewriters, duplicating machines, copying machines and audio-visual equipment, at reasonable hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- Item 6 On reasonable notice, the Board agrees to provide the Association such available information as to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance, unless such release of information is in violation of law.
- Item 7 Whenever the president of the Association or an official designee is mutually scheduled to participate during working hours in conferences, meetings, grievance hearings or negotiations with the Board or its representatives, there shall be no loss of pay or leave time. In addition, the Association has the maximum of forty (40) days released time per school year for members to take part in business which pertains to the Association.
- Item 8 The Association president or an official designee shall be released to conduct Association business or to participate in Association activities without loss of pay or benefits during regularly scheduled preparation time, time during which his/her students receive

instruction from various teaching specialists and any other time before and after the student day. The president shall have access to a telephone to make and receive calls during these times. The Association president shall continue to be responsible for preparation required to discharge his/her job responsibilities.

Item 9 The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

Section B Employee Rights

Item 1 Nothing contained in this Agreement shall be construed to deny or to restrict rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Association to achieve these rights.

Item 2 Any case of assault upon an employee as a result of carrying out the job duties shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the employee of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling the incident by law enforcement and judicial authorities.

Item 3 The Board shall reimburse the employee for damage or destruction of clothing or personal property worn by the employee while on duty or properly secured in an area designated by the building administrator. This reimbursement shall exclude personal property brought into the building unless previously approved by the building administrator. This reimbursement shall exclude claims under ten (\$10.00) dollars and the maximum allowed on any single claim shall be one hundred (\$100.00) dollars. Reports of such damage or destruction must be reported to the building administrator immediately upon knowledge. Evidence of amount of loss may be required. This reimbursement shall not be applicable if such damage or destruction is due to negligence on the part of the employee.

Item 4 Employees shall be informed of the general itinerary of the supervising teacher when the teacher is out of the room. When the supervising teacher is out of the building or in a meeting, which is not to be disturbed, the employee shall be informed as to whom the employee is responsible.

Item 5 If an employee is complained against or sued as a result of any action taken by the employee while fulfilling job responsibilities, the Board shall provide legal counsel and render all necessary legal assistance to the employee in the defense. In addition, the Board shall provide protection to employees under its liability policy in the amount of \$1,000,000 judgment.

Item 6 All employees who have taken the Work Keys (i.e. Portfolio or other State deemed measures) test in the 2003-04 school year shall be reimbursed for the cost of taking one (1) test upon proof of receipt. Employees who have not taken the Work Keys test (i.e.

Portfolio or other State deemed measures), shall be reimbursed the cost of taking one (1) test upon proof of receipt.

Section C Payroll Deduction

- Item 1 The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fee. Such dues, or fee, accompanied by a list of employees from whom they have been deducted and the amount deducted from each shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- Item 2 The Association shall notify the Board thirty (30) days prior to any change in its dues or fees.
- Item 3 The Board shall deduct from the pay of each employee from whom it receives authorizations to do so and make appropriate remittance for annuities, credit union, savings bonds or any other plans or programs jointly approved by the Board and the Association.

Section D Agreement Distribution

- Item 1 Copies of this Agreement shall be printed at the expense of the Board and presented to the employees covered by this Agreement within ninety (90) days of ratification. New employees shall receive a copy of this Agreement upon employment.

ARTICLE 5 ASSOCIATION SECURITY

- Item 1 Employees covered by this Agreement at the time it becomes effective who are regularly scheduled for twenty (20) or more hours per week and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.
- Item 2 Employees hired after the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Association by the tenth (10th) day after the thirtieth (30th) day following their probationary period.
- Item 3 Employees hired prior to the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week are required to become Association members or pay a service fee as a condition of continued employment. They shall pay dues or a service fee to the Association by the tenth (10th) day after the thirtieth (30th) day following their probationary periods.
- Item 4 Association members shall meet the conditions of this Article as long as they are no more than thirty (30) days in arrears in payment of dues or service fee. The Board shall be notified in writing by the Association of employees covered in Items 1, 2 and 3 of this Article who are thirty (30) days in arrears in payment of membership dues or service fee.

- Item 5 Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for check-off of dues or fee form or make a single payment for the full year dues directly to the Association treasurer. The Association will provide the Board with the signed authorization for check-off of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 6 An official of the Personnel Department shall meet once each month with a designated Association representative to notify the Association of new employees recently hired including date of employment and the location assignment, and to notify the Association of recently terminated employees.
- Item 7 The Association shall assume the legal defenses of any suit or action against the Board regarding this Article. The Association further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Association, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Association has the right to choose legal counsel to defend any lawsuit involving this Article; and the Association shall have the right to compromise or settle any claims made against the Board under this Article.

ARTICLE 6 HOURS OF EMPLOYMENT

- Item 1 The normal workday for full-time employees shall be 7.25 continuous hours, including a scheduled fifteen (15) minute a.m. rest period, a scheduled thirty (30) minute lunch period, and a scheduled fifteen (15) minute p.m. rest period to be taken after lunch, but not to be taken during instructional time. The normal full workweek for full-time employees shall be 36.25 hours. The Board shall determine the hours of employment for employees within these parameters.
- Item 2 Employees shall be expected to respond to emergency situations during the lunch period and then receive comparable time at the conclusion of the emergency.
- Item 3 A full-time employee is one who regularly works a 7.25 hour day. A part-time employee is one who regularly works less than a 7.25 hour day. A part-time employee who regularly works thirty (30) or more hours per week shall receive the same benefits as a full-time employee.
- Item 4 The Board will not employ two (2) or more part-time employees when it is possible to employ one full-time employee.
- Item 5 With one (1) week's notice, the employee's workday may be expanded to eight (8) hours. In emergency situations this notice may be eliminated and the extra hours required.
- Item 6 Evening or weekend work shall be voluntarily accepted, except in emergency situations.

- Item 7 If employees are required to attend parent-teacher conferences after their regular workdays, the employees' work schedule will be adjusted to cover the required time in a single block.
- Item 8 The scheduled rest period shall be taken and in a manner which does not interfere with the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. An employee is expected to respond to emergency situations during the rest period and then receive comparable time at the discretion of the supervisor.

ARTICLE 7 OTHER CONDITIONS OF EMPLOYMENT

Section A Seniority

- Item 1 The first six (6) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period, if in the opinion of the Board, the employee is not suited to the District's needs. Such action is nongrievable.
- Item 2 An employee continued in employment for more than six (6) months shall have seniority rights within the District; such seniority shall be computed from the most recent date of employment in this unit.
- Item 3 If two (2) or more employees have the same employment date, seniority shall be determined by the last four (4) digits of their social security numbers. The four (4) digits shall be considered as a whole number. The employee with the highest number (the four (4) digits) will be considered the most senior (e.g., 8888 is higher than 7676).
- Item 4 Seniority shall not be interrupted by reason of transfer, sick leave, or leave of absence authorized by the Board. An employee's seniority shall terminate if he/she:
 - 4.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure.
 - 4.2 Fails to return to work when recalled in accordance with the recall section of this Agreement.
 - 4.3 Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee has acquired in the bargaining unit at the time of lay off or eighteen (18) months, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this Agreement.
- Item 5 The Board shall maintain an up-to-date seniority list at all times and make this list available to employees.

Item 6 If an employee is hired into a regular position after serving as a substitute in that position for six (6) continuous months, that employee's seniority date shall be the date of hire as a substitute in that assignment.

Section B Health Requirements

Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.

Item 2 Current employees shall furnish proof of freedom from tuberculosis as determined by law.

Item 3 In the event a partial disability could affect an employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify ability to perform assigned responsibilities.

Section C Employee Performance

Item 1 Employees are expected to perform their required duties in an acceptable manner, to carry out all duties and responsibilities and to demonstrate appropriate behavior. It is recognized that the Board has the right to discipline to achieve such.

Item 2 Disciplinary action shall include any or all of the following: warning, reprimand, suspension and dismissal. Suspension and dismissal shall be only by an official in the Personnel Department, acting on the authority of the Board of Education.

Item 3 No employee shall be disciplined without just cause.

Item 4 An employee may request and shall be entitled to have an Association representative present when being disciplined. Any disciplinary action shall be done in privacy and in a discreet manner.

Item 5 At any time that deficiencies in performance are recognized, such deficiencies shall be immediately set forth in specific terms in writing and discussed with the employee. Specific ways shall be identified in which performance is to be improved and assistance shall be given. The employee shall receive a copy of any documents.

Item 6 After reasonable time for improvement, but within sixty (60) workdays, a follow-up review of any areas where performance deficiencies were reported shall take place. This follow-up shall be done by the supervisor who originally noted the deficiency, if possible.

Item 7 All material regarding employee performance shall be filed in the employee's personnel file and a copy provided the employee, subject to limitations in Article 7, Section D, Item 8.

Item 8 The employee shall be required to sign that a copy was received. Following a two (2) year period of satisfactory performance all record of disciplinary action shall be expunged from the personnel file.

Section D Formal Evaluation Process

Item 1 Each employee will be evaluated every third (3rd) year after the completion of the probationary period. Probationary employees will be observed and/or evaluated at the absolute discretion of the Board.

Item 2 Those employees being evaluated in a given school year will be notified individually in writing by the evaluating administrator no later than October 1.

Item 3 The administrator and the employee shall meet in a pre-evaluation conference as soon as possible after October 1. The employee shall bring to the conference a professional goal, which she/he wants to work on during the year. During the conference the administrator and the employee will discuss the goal. Alternatively, the administrator and the employee may develop another mutually acceptable goal. If it is not possible to determine a mutually acceptable goal, the administrator and the employee shall each develop a goal, and the employee shall be responsible for both. The administrator and the employee shall discuss strategies for accomplishing the goal(s), resources available to aid in the accomplishment of the goal(s), and the desired outcomes. They shall set a mutually agreeable date for the submission of the employee's written plan for accomplishment of the goal, no later than five (5) workdays after the pre-evaluation conference.

Item 4 The administrator shall make two (2) formal observations of the employee during the evaluation year. The two (2) observations shall be scheduled at least one (1) month apart. The time of the observation shall be determined by the administrator in consultation with the employee. Each observation shall last no less than thirty (30) minutes, but no longer than sixty (60) minutes. The time may be extended at the request of the employee. Consideration shall be given to the type of activity that is expected to take place during the observation period.

Item 5 After each formal observation, within five (5) workdays, the administrator and the employee shall meet and discuss the observation. The post-observation conference shall focus on the activities of the observation period and the employee's progress towards the accomplishment of the previously established goal(s). The administrator shall discuss with the employee any concerns and expectations for change. At the request of the employee, a teacher with whom the employee works may attend the post-observation conference to provide input on the employee's performance.

Item 6 The administrator shall provide the employee with an observation report. The report shall include the date and time of the observation, the location, the other persons in the room during the observation, a statement of the activity(ies) observed and the administrator's comments on the employee's performance. After discussion of the observation, the administrator and the employee shall both sign and date the observation report. The employee's signature is an indication of receipt of the report, not necessarily agreement with its contents. The employee may append comments to the observation report if she/he

wishes. The employee shall return the report to the administrator, with added comments if desired, within three (3) workdays.

Item 7 Based on the two (2) formal observations and the employee's performance of all duties and functions required in her/his position, the administrator shall provide a single evaluation of the form provided in Appendix A. The evaluation shall be completed and delivered to the employee no later than May 15 of the evaluation year. The administrator shall provide on the evaluation form information on the extent to which the employee's goal has been met. Failure to complete one hundred (100%) percent of the goal(s) will not necessarily result in an unsatisfactory evaluation. The evaluation shall give due consideration to the employee's efforts and significant progress towards the goal(s) as well as any outside obstacles preventing the accomplishment of the goal(s). The employee shall sign and date the evaluation and return it to the administrator within five (5) workdays after receiving it from the administrator. The employee's signature on the evaluation form is an indication of receipt of the evaluation and not necessarily agreement with its contents. The employee may append comments to the evaluation, if desired. At the request of the employee or the administrator, a post-evaluation conference shall be held within five (5) workdays after the employee receives the evaluation form, for the purpose of discussing the evaluation. After the conference, the employee shall have three (3) workdays to add comments, sign and return the evaluation to the administrator.

Item 8 The evaluation form, but not the observation report forms, shall be placed in the employee's personnel file.

Item 9 Deficiencies that remain or arise after a formal evaluation shall be handled according to Article 7, Section C, Items 5, 6 and 7.

Section E Maintenance of Standards

Item 1 The Board agrees that the general working conditions shall be maintained at least at the standard in effect at the time of signing this Agreement. This shall include types of duties, workload and general responsibility of employees. Conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

Item 2 During the term of this Agreement all work currently performed by employees, and all new like work shall be performed exclusively by employees.

ARTICLE 8 GRIEVANCE PROCEDURE

Definition

An employee with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement, may register the claim in the following manner:

Informal Appeal

Discuss the complaint with the immediate supervisor with the object of resolving the matter informally.

Level I

The grievance must be presented to the immediate supervisor within ten (10) workdays after the date of the occurrence. A written response will be provided within five (5) workdays. A claim arising from a decision not the responsibility of the immediate supervisor may be filed by the Association at Level II.

Level II

If the employee is not satisfied at Level I, a written grievance shall be filed with the appropriate Personnel Director within five (5) workdays of the Level I Hearing. An official in the Personnel Office shall review the claim and provide a hearing within five (5) workdays of receipt of claim. The Association representative and grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

Level III

If the Association is not satisfied at Level II, a written grievance shall be filed with the Board representative within five (5) workdays of the written decision at Level II. The Board representative shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. Association representative(s) not to exceed five (5), Board representative(s) and the grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

Level IV

If the Association is not satisfied at Level III, the Association shall within twenty (20) workdays of the written decision at Level III and by written notice to the Board, request arbitration. The cost of the arbitrator's services, including expenses, if any, shall be borne equally by the Association and the Board. Necessary witnesses shall be released from assigned duties when arbitration is scheduled during work hours.

Within ten (10) workdays after such notice to arbitrate, the Association and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator so selected will hear the matter as promptly as possible and will issue the decision within thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply the Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to interfere with the exercise of the Board's rights and responsibilities, except as these are expressly limited by this Agreement. The arbitrator's decision shall be final and binding upon the Board and Association.

Exception

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or to have the

grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. No written grievance shall be adjusted without prior notification to the Association and opportunity for a representative of the Association to be present. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association.

Time Limits

The time limits set forth in Level I through Level IV may be extended upon mutual consent of the parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Association with its answer at any Level of the grievance procedure within the specified time limits, the Association may pursue the grievance at the next Level. Notwithstanding the expiration of this Agreement, any grievance arising there under may be processed through the procedure until resolution.

ARTICLE 9 POSTINGS-TRANSFERS-LAYOFFS

Section A Postings

- Item 1** Position openings shall be posted in buildings where employees are assigned for seven (7) days prior to staffing such vacancies. Positions which are not filled because the employee holding the position is on the first six (6) months of a leave or because the employee holding the position is using personal sick leave will not be posted. The Board may staff positions for which funding is pending with substitutes for a period not to exceed six (6) months.
- Item 2** Postings shall include type of position, location, hours of employment, length of work year, job description and date available.
- Item 3** A present position shall be posted within five (5) workdays of certification by the Personnel Department that the position is or will be vacant, but not more than twenty (20) workdays in advance of position availability.
- Item 4** Employees interested shall apply within a seven (7) calendar day positing period. Employees bidding for the job shall file their bid in writing with the Personnel Department. Positions shall be awarded within ten (10) workdays after the expiration of the positing period. Within ten (10) workdays after the notification to the employee that she/he has been selected for the vacancy, the employee will be placed in the new position. By mutual agreement of the Association and the personnel administrator the timeline may be extended.
- Item 5** The principle of seniority shall be applied to posted vacancies where the applicants involved have attained similar levels of qualifications. The Board supports a policy of filling vacancies from within the bargaining unit.
- Item 6** An employee may be considered for a vacancy providing the employee that has applied is not probationary and has served in the present assignment one (1) year or more.

Exceptions may be made if the change relates to a different work year length or if the changes are in the best interests of both the Board and the employee.

Item 7 Consideration for a transfer is contingent upon an employee's job performance being satisfactory in the present position.

Item 8 Summer positions in addition to regular assignments shall be posted and filled as required by this Section.

Item 9 If the filling of a position opening by a bargaining unit member creates a vacancy, that vacancy shall be posted and filled according to Article 9, Section A, Items 1-5, provided the Board determines that there is a continuing need for the position.

9.1 If there are one (1) or more displaced employees, the next vacancy created in the process shall be offered to them in seniority order. Any displaced employee who refuses a vacancy that has been offered shall be considered a voluntary quit and shall lose all rights to further employment in the bargaining unit.

9.2 If the position is not taken by a displaced employee, it shall then be offered in seniority order to employees returning from leave. Any employee returning from leave who refuses a vacancy that has been offered shall be considered a voluntary quit and shall lose all rights to further employment in the bargaining unit unless said employee has leave time remaining and notifies the Board in writing of her/his intent to continue her/his leave.

9.3 If the vacancy is not filled by either a displaced employee or an employee returning from leave, it shall be filled in seniority order by a recalled employee. Any recalled employee who refuses a vacancy that has been offered shall be considered a voluntary quit and shall lose all rights to further employment in the bargaining unit.

9.4 If a vacancy remains after the above procedures have been exhausted, it may be filled by a new employee.

Section B Transfers

Item 1 When transfers from one building to another are necessary, volunteers will be solicited with preference going to the employee with the most seniority. If there are no volunteers, the necessary number of least senior employees in the building shall be transferred.

Item 2 The Board shall only make internal transfers which are in the best interests of the instructional program and upon five (5) days notice to the Association, except in cases of emergency. The Paraprofessional Instructor and the Association shall be informed of the reasons for the transfer and shall be provided the opportunity to meet with the supervisor to review the reasons for transfer. Individuals awarded positions as a result of an internal transfer shall not be transferred from that position during the same school year unless another transfer is necessary in the best interests of the instructional program.

Section C Assignment Changes

Item 1 Employees shall be notified of changes in assignments by August 1 of the current school year.

Section D Displaced Employees

The following procedures shall be adhered to should it be necessary to reassign displaced personnel:

- Item 1 All vacancies shall be posted and filled as provided in Article 9, Section A, Items 1-5.
- Item 2 An employee shall be considered displaced when his/her position is eliminated or when a more senior employee has displaced him/her.
- Item 3 Any employees whose positions are eliminated shall be placed on a list of displaced employees in order of seniority.
- Item 4 If a single vacant position remains following the operation of Article 9, Section A, Items 1-5, and a single displaced employee remains, the displaced employee shall be assigned to the vacant position.
- Item 5 If the number of vacant positions is equal to or greater than the number of displaced employees (following the operation of Article 9, Section A, Items 1-5), the displaced employees shall choose positions in seniority order, and any remaining position(s) may be filled with a non-bargaining unit member.
- Item 6 Should there be more displaced employees than positions available, there shall be a layoff as provided in Article 9, Section D, Item 1.
- 6.1 If there is one (1) displaced employee but no vacant positions, the displaced employee may displace the least senior employee in the same work year or fill a vacancy created by the layoff.
- 6.2 If there are two (2) or more displaced employees and fewer vacancies than there are employees, the most senior displaced employee may choose either to be placed in a vacant position or to displace the least senior employee in the same work year. The same choice shall be provided each displaced employee in seniority order, as long as a vacancy remains.
- 6.3 If there are two (2) or more displaced employees and no vacancies, a group of the lowest seniority employees in the same work year equal to the number of displaced employees shall be identified. In seniority order, the displaced employees shall bid on and be placed in the positions of the lowest seniority employees.
- 6.4 Any displaced employee who does not have enough seniority to displace another employee in the same work year may exercise seniority to displace the lowest seniority employee in the other work year or fill a vacancy created by the layoff of least senior employees.

Item 7 Any currently working employee who has been displaced from a position shall have the first opportunity to return to that same position if that same position is re-established within one (1) year of its elimination. If it is unclear which of two (2) or more employees has a right to a new position, rights to the position shall be determined by seniority.

Section E Layoffs

Item 1 Reductions in the workforce shall be effected through the following procedures:

- 1.1 The necessary number of least senior employees shall then be laid off or displaced.
- 1.2 If a student's IEPC calls for the services of a uniquely skilled person to work with deaf or bilingual students, an employee who possesses that qualification may be retained over a more senior employee who does not have that qualification.

Item 2 Employees to be laid off shall be given at least fourteen (14) calendar days advance written notice of the layoff except when the layoff is caused by circumstances beyond the Board's control, such as an Act of God which would render a building inoperative for an extended period.

Item 3 Laid-off full-time employees shall be voluntarily placed in available part-time positions, with the most senior employee having claim to the longest hour position.

Item 4 All employees placed on layoff status shall have the right to available substitute work before any non-bargaining unit employee. Laid-off employees who volunteer to substitute will be offered such work in order of their seniority.

Section F Recall

Item 1 The most senior employee shall be recalled to the first opening except in the case where a student's IEPC calls for the services of a uniquely skilled person to work with deaf or bilingual students. In such a case, an employee who possesses that qualification may be recalled over a more senior employee who does not have that qualification.

- 1.1 For reasons of personal health, an employee may refuse recall to a position within a category of handicap with which they were not working at the time of layoff. Such refusal shall be without penalty except that the employee shall not be offered recall to other positions within this category of handicap.

Item 2 It shall be the employee's responsibility to keep the Board informed of current address.

Item 3 Recall shall be by written certified letter, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within fourteen (14) calendar days after the date of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within fourteen (14) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so

within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.

- Item 4 The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or eighteen (18) months, whichever is greater.

ARTICLE 10 NO STRIKE CLAUSE

- Item 1 Association officers and/or employees for the term of this Agreement shall not authorize, sanction, condone, nor engage in any strike as defined in compiled Laws 423.201 et al. A strike is defined as the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

- Item 2 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

- 2.1 Delivering immediately to the Board evidence of notice to employees repudiating such acts of the employees and advising them to cease such acts and return to work.
- 2.2 Taking such other action which it deems reasonable and appropriate to bring compliance with the terms of this Agreement.
- 2.3 Taking prompt, affirmative action to prevent strikes by notifying the employees and the public that the Association and its officers disavow the action.

- Item 3 There shall be no liability for damages on the part of the Association if it promptly takes such actions indicated herein.

- Item 4 Should differences arise between the Board and the Association and/or employees as to the interpretation or application of the provision(s) of this Agreement or should any dispute of any kind arise, it is agreed that the grievance procedure is the appropriate avenue for resolution.

ARTICLE 11 MEDICALLY RELATED SERVICES

- Item 1 The Association recognizes that the District may be required by law to provide certain "related services" to special education students. Such may include, but are not limited to, clean intermittent catheterization, tube feeding, tracheotomy cleaning, and non-sterile cauterization. To help ensure the safety of students, training will be provided to employees or other trained professional personnel who are directed to perform such services from a person qualified to provide such training. The training will be made available annually or at such time that the employee is directed to perform the procedure. An adult witness must be made available when the procedure is performed for the student.

- Item 2** An employee shall not be required to administer medication to students except where District medical personnel or other trained professional personnel are unavailable to do so. A bargaining unit member may be directed to administer medication to students only when prior training is provided with regard to medication protocol. An adult witness must be present when the medication is administered.
- Item 3** Communicable diseases shall be defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). In the event that a child with an ongoing or chronic communicable disease is placed in the school setting, all employees potentially having contact with the student shall be notified in advance of placement. The District shall provide in-service instruction in hygienic practices and management to members expected to have contact with students having such communicable diseases prior to beginning work with said students.
- Item 4** Employees informed by the District of students having a communicable disease shall also be informed of the District Policy and of applicable state and federal statutes which ensure the student's right to privacy as well as the disciplinary action which might result consequent to actions which breach said right.
- Item 5** The District agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following District Policy or District in-service instruction when providing medically related services.

ARTICLE 12 PAID LEAVE

Section A Leave Days

- Item 1** Each employee shall be credited with the annual leave entitlement at the beginning of each work year. Two hundred thirty (230) day employees shall receive 13.0 sick leave days annually. One hundred eighty-five (185) day employees shall receive 10.5 sick leave days annually.
- Item 2** Leave days are earned at the rate of one-half (.50) day per biweekly pay period worked. Leave days will be pro-rated for those employees who do not work the full year. In the event the employee is terminated for any reason during the work year, an adjustment shall be made in the employee's final check for sick leave usage already paid, but not actually earned.
- Item 3** Leave shall be allowed for the following reasons:
- 3.1 Personal illness, disability or quarantine of the employee.
 - 3.2 Serious illness, injury or disability in the immediate family of the spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - 3.3 Serious illness, injury or disability in the immediate household of the employee, if it is necessary for the employee to attend to the needs of the individual who is ill.

3.4 Death in the family and/or household.

Item 4 Proof of illness, disability or death may be required at any time.

Item 5 The unused portion of the annual leave days shall accumulate without limit.

Item 6 An employee absent due to an injury on the job shall have time deducted from the accumulated leave days at the rate of one-half (1/2) day for each day absent. An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven [7] workdays), shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which Compensation is received. If an instructor is absent due to personal injury occurring while on duty, the District shall pay the difference between the instructor's salary and any payments provided under Worker's Disability Compensation for days medically certified. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage. No leave days shall be charged against the instructor for the first seven (7) days of absences. Beginning with the eighth (8th) consecutive calendar day leave shall be charged at one-half (1/2) day per day absent. If the disability is certified and paid beyond fourteen (14) calendar days, the deduction shall be retroactive to the first (1st) day of absence. The Board shall be responsible for providing and maintaining all existing benefits for employees approved to receive Worker's Disability Compensation until the employee is qualified for Long-Term Disability coverage.

Section B Approved Leave Days

Item 1 Three (3) days per school year may be used as approved leave days.

Item 2 Approved Leave days shall be deducted from accumulated sick leave.

Item 3 Approved Leave days shall not be cumulative.

Item 4 Approved Leave days may be used for the following reasons:

4.1 Religious holidays which require absence from work.

4.2 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.

4.3 Emergency reasons acceptable to the Board.

Item 5 Approved Leave day requests shall be submitted at least five (5) workdays in advance, unless an emergency makes this impossible.

Section C Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty.

Section D Exclusions

Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

Section E Professional Leave Days

At the beginning of each school year, two hundred thirty (230) day employees shall be credited with one (1) day to be used for professional development. Employees may request approval to attend professional conferences, workshops, seminars and other professional activities. No more than one-third (1/3) of the two hundred thirty (230) day staff and fifty (50%) percent of the employees in any classroom will be approved at any one time. The availability of substitutes will be a factor in determining the number of employees approved for leave.

ARTICLE 13 UNPAID LEAVES

Item 1 Leaves of Absence without pay shall be authorized for employees with two (2) or more years of seniority in keeping with provisions and procedures outlined below:

1.1 Certified personal illness, disability or quarantine

1.1.1 To apply for such leave, a request must be presented in writing to an official in the Personnel Department accompanied by proof of personal illness, disability, or quarantine, which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition.

1.1.2 To return from such leave, the employee shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate anticipated return to work date and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

1.2 Serious illness in the immediate family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

1.2.1 To apply for such leave, a written request must be presented to an official in the Personnel Department accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.

1.3 Death in the family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

1.3.1 To apply for such leave, a written request must be presented to an official in the Personnel Department accompanied by proof of illness by an

appropriate authority to certify it is necessary for the employee to attend to the family needs.

1.4 Association representation

1.4.1 To apply for such leave, a written request must be presented to an official in the Personnel Department accompanied by appropriate certification that the employee holds an elected or appointed full-time position with the Association.

1.5 Education

1.5.1 To apply for such leave, a written request must be presented to an official in the Personnel Department accompanied by the program of study the employee is to pursue and proof of enrollment.

1.6 Family/Household

1.6.1 A Leave of Absence of up to one (1) year shall be granted to any employee with two (2) or more years of service where family/household responsibility mandates the presence of the employee in the home. Fringe benefits shall not be provided to an employee on such a leave, but group insurance shall be available on a cost basis within the provisions of the insurance carrier.

1.6.2 To apply for such leave, a written request must be presented to an official in the Personnel Department stating the specific reasons for the request for a family/household leave of absence.

1.7 Other

1.7.1 A Leave of Absence of one (1) year shall be granted to any employee with two (2) or more years of service upon request. Fringe benefits shall not be provided to an employee on such leave, but group insurance shall be available on a cost basis within the provisions of the insurance carrier.

1.7.2 To apply for such a leave, a written request must be presented to the appropriate Personnel Director stating the starting date and ending date of the leave. The written request shall be presented at least thirty (30) calendar days prior to the beginning of the leave, where possible, but no later than fourteen (14) calendar days prior to the beginning of the leave.

Item 2

Leaves of Absence, as described in Item 1 of this Section, shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of two (2) years. Seniority shall be broken and employment terminated if: (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, or (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists. Leaves of Absence for the purpose of education shall be one (1) year and shall not be renewable.

- Item 3 Within five (5) workdays after expiration of sick days, the employee must request, in writing, a Leave of Absence without pay and provide the necessary physician's certification. Such failure shall be considered a quit unless there are extenuating circumstances acceptable to the Board.
- Item 4 A position cannot be guaranteed on return from a Leave of Absence of over six (6) months, but the employee shall be placed as vacancies are identified. If more than one (1) employee is waiting for vacancies to be identified, the employee with the most seniority shall be placed first.
- Item 5 Employees may request a short-term unpaid Leave of Absence. Short-term leaves shall be limited to a maximum of five (5) workdays, shall not be intended to extend an existing period of time off, shall be limited by availability of substitutes, and shall be limited by the amount of interruption to instruction as determined by the supervisor and an official in the Personnel Department. Written application stating the reason and the duration shall be submitted no later than fifteen (15) workdays in advance to the supervisor. The employee shall be notified of the Personnel Department's official final decision within six (6) workdays of application. Decisions of the official in the Personnel Department are final.
- Item 6 The Board and the Association mutually agree that no more than one-third (1/3) of the two hundred thirty (230) day employees shall have the option of taking an unpaid Leave of Absence once every three (3) years. The leave shall be taken during the summer when the one hundred eighty-five (185) day regular program is not in session. No more than fifty (50%) percent of the employees in any one (1) classroom shall be released.
- 6.1 All leave requests shall be submitted to the appropriate Personnel Director by April 15th.
- 6.2 Employees with the greatest seniority shall be considered first.
- Item 7 Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

ARTICLE 14 ECONOMIC FRINGE BENEFITS

Section A Health Insurance

- Item 1 The Board shall pay the health benefit cost up to full family coverage for each eligible employee who applies within the following framework:
- Plan A**
- 1.1 Effective March 1, 2005, the Board shall provide health benefits in the form of MESSA Choices II. The health benefits as provided herein shall not be changed by the carrier during the life of this Agreement. The Board shall make employees whole for the annual deductible provided documentation is submitted within six (6) months of the end of the calendar year for insurance.
- 1.2 Benefits shall allow for sponsored dependent rider(s) as permitted by the carrier, but shall be at the employee's expense.

1.3 Employees hired on or after May 8, 1997, shall become eligible for benefits on the first (1st) day of the month following the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin the first (1st) day of the month following the enrollment period.

1.3.1 If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first (1st) day the employee is actively at work.

1.4 Employees converting to the District health benefit policy shall be eligible for benefits on the first (1st) day of the month following the open enrollment period.

Item 2 An employee may only be covered by one (1) District provided health benefit policy. If an employee is covered by a health benefit policy not provided by the District, the employee will be offered enrollment in the District health benefit policy.

2.1 The District health benefit policy shall coordinate benefits with all other group or individual plans insuring the employees and their families.

Plan B 2.2 For employees not electing health insurance:

- a. Long-Term Disability – 60%
- b. Life Insurance - \$40,000 with AD&D
- c. Vision VSP-3
- d. Dental – 100%/90%/90%/90% - \$2,500, \$2,000 max for Class 1 & 2

Section B Life Insurance

The Board shall provide group life insurance which has a face value of thirteen thousand (\$13,000) dollars and which provides double indemnity for accidental death or dismemberment for employees who have completed their six (6) month probationary period of employment in the District and who apply for such coverage. Such protection shall be in accordance with the provisions of the insurance carrier. Effective July 1, 1993, the face value of the life insurance shall be increased to twenty thousand (\$20,000) dollars.

Section C Long-Term Disability

Item 1 The Board shall provide Long-Term Disability insurance to each employee who applies. Benefits shall begin after a waiting period of ninety (90) days and continue at sixty (60%) percent of the employee's normal gross salary to age seventy (70). The amount paid will be reduced by any primary remuneration received during the period from any governmental disability, or retirement plans including Social Security, Michigan Public Schools Employees Retirement Fund and Worker's Disability Compensation.

Item 2 The amount paid will not exceed eight hundred fifty (\$850) dollars per month.

Item 3 The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Section D Holidays

- Item 1 New Year's Day, Good Friday, Monday after Easter, Memorial Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas and New Year's Eve are holidays without loss of pay providing: (1) the employee works the last workday prior to the holiday and the first workday after the holiday unless excused through legitimate illness, and (2) the holiday falls in a regular assigned work week. The Board may require a doctor's statement that the employee was sick on the last workday prior to the holiday and/or the first workday after the holiday.
- Item 2 If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session. If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees may not receive the same day, but shall be scheduled based on the District's needs.
- Item 3 The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in a normal workday.
- Item 4 In addition to the holidays named in Item 1 above, each employee shall receive one (1) paid holiday each year to be scheduled during the regular school year on a day that students are not in attendance. This holiday shall be scheduled by the employee with the approval of the immediate supervisor and the appropriate Personnel Director. For the school year beginning July 1, 1988 only, employees shall receive full payment for the unused holiday with the last check of the school year.

Section E Vacation

Item 1 Vacation with pay shall be granted to employees according to the following schedule:

Wage Schedule Step	Vacation Days for <u>185 Day Employees</u>	Vacation Days for <u>230 Day Employees</u>
1	8	9.0
2	10	11.5
3	12	14.0
4	14	16.5
5	16	18.0

Note: Beginning July 1, 1993, employees who work a full year during the period of July 1 through June 30 will be eligible to schedule and take an additional vacation day beyond the above allotments.

- Item 2 The vacation day allocation is computed based on the wage schedule step of the employee on June 30.
- Item 3 Employees who have worked less than a full year or who have been actively employed for less than a full year shall have their vacation allocation prorated.
- Item 4 Vacation days shall be taken when school is not in session. If an employee has exhausted all leave days due to an extended illness, that employee may use vacation days with the approval of an official in the Personnel Department.
- Item 5 An employee who resigns with two (2) weeks' notice shall receive vacation pay prorated on the basis of vacation time earned for the current year and any accumulated from the past year.
- Item 6 Vacation days do not accumulate from one year to the next.
- Item 7 Vacation days lost consequent to rescheduled days of instruction may be either rescheduled on days elected by the employee or be paid at the regular daily rate.

Section F Tuition Reimbursement

- Item 1 Three thousand one hundred fifty (\$3,150.00) dollars shall be provided to reimburse employees for tuition costs for courses completed during the period July 1 through June 30 of each school year. The procedure outlined below shall be followed in administration of this reimbursement program:
 - 1.1 Courses completed must be approved in advance by the Director of Special Education.
 - 1.2 Employees shall submit a request for reimbursement for courses successfully taken during the fiscal year on forms provided together with an official transcript of credits and receipts. Courses completed July 1 – December 31 shall be submitted for reimbursement through February 28th. Courses completed January 1 – June 30 shall be submitted for reimbursement through August 31. Reimbursement to employees shall be made during March for claims approved through January 31st. Reimbursement shall be made to employees who are employed in the bargaining unit at the time of reimbursement except that employees who are laid off shall be reimbursed for courses successfully taken prior to layoff and approved for reimbursement.
 - 1.3 Half (1/2) of the budgeted amount shall be available to reimburse claims submitted through February 28th, but no claim shall exceed seventy-five (75%) percent reimbursement; if seventy-five (75%) percent of claims exceeds the budgeted amount, reimbursement will be prorated at a lower percentage. The same process will occur for the September reimbursement.
 - 1.4 If monies remain from the fiscal year, the money will be prorated and disbursed over the group of claimants for the fiscal year. No claimant will receive more than one hundred (100%) percent reimbursement. If monies remain after one hundred

(100%) percent reimbursement of all claims, the balance shall be budgeted the following fiscal year for training for all or selected employees. The Association and the District shall jointly agree on expenditures.

Section G U.S. Savings Bonds

Employees shall be provided the opportunity to enroll in a payroll deduction plan for the purchase of United States Savings Bonds. Information of this plan shall be available in the Payroll Office.

Section H Inclement Weather

Item 1 When the District announces total closure due to inclement weather or "Acts of God", Paraprofessional employees shall not be required to report to work. Where individual buildings are closed, Paraprofessional employees shall report and have the option of reporting to alternative sites approved by the immediate supervisor where conditions are satisfactory to conduct independent preparation. Additional days of student instruction over the one hundred eighty (180) days agreed to will be rescheduled as make-up days only in the event that school closings are necessitated which otherwise would reduce the days of student instruction below one hundred eighty (180) days and rescheduling is required by law.

- 1.1 Days of student instruction may be rescheduled in the following manner, if necessary:
 - a. Day 1 – Substitute a day of regular instruction for the final Paraprofessional employee preparation day.
 - b. Day 2 & 3 – Add a day of regular instruction. No additional compensation required.
 - c. Day 4 – Add a day of regular instruction. Paraprofessional instructors who work this day shall be paid their regular hourly rate of pay.
 - d. Day 5 – Add a day of regular instruction. No additional compensation required.
 - e. Day 6 – As day 4, and so forth.

Section I Dental Benefit

Item 1 Upon submission of a written application, the Board shall pay the dental benefit cost for up to full family coverage for each eligible employee within the following framework:

- 1.1 Delta Dental insurance of up to full family coverage that provides eighty (80%) percent payment of basic dental services, eighty (80%) percent payment of prosthodontic services and eighty (80%) percent of orthodontic services. Basic dental and prosthodontic services shall have a maximum of two thousand five hundred (\$2,500) dollars per family member per year; orthodontic services shall have a lifetime maximum of two thousand (\$2,000) dollars. Such coverage shall be in accordance with the provisions of the provider.

- 1.2 Newly hired employees will become eligible for dental benefits on the first (1st) day of the month following the month in which work commenced. If the employee is absent from work on the date when benefits would otherwise become effective, the effective date of coverage will be deferred to the first day the employee is actively at work.

Item 2 Dental benefits shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider as set forth in the Master Contract held by the policyholder.

Section J Vision Benefit

Item 1. The Board shall provide to employees who apply a group optical program, as identified in the VSP-2 schedule of benefits.

- 1.1 Benefits for examinations, lenses or frames which are Covered Charges and obtained from a VSP Panel Provider are provided in accordance with an agreement between Vision Service Plan (VSP) and the panel provider. Under this agreement, a provider accepts the VSP payment as payment in full for incurred Covered Charges after satisfaction of the applicable deductibles. See the "NOTE" below for reimbursement for frames and cosmetic lenses.

Covered Charges for vision care services and materials, other than cosmetic contact lenses, obtained from a VSP Panel Provider are subject to a deductible of \$6.50 for each examination and an additional deductible of \$18 for the combined charges for lenses and frames. NOTE: The total maximum benefit payable for each insured person in each plan year for frames is sixty-five (\$65) dollars.

The maximum benefit payable for each insured person in each plan year for all cosmetic contact lenses and examinations is ninety (\$90) dollars. Deductibles do not apply to contact lenses and examinations for them.

Section K Exclusions

Employees working less than six (6) hours per day shall be excluded from the provisions of this Article.

Section L Attendance Incentive

If the employee takes no sick days, personal business days or days without pay in a quarter, she/he will earn a half (1/2) additional vacation day that quarter to be added to the vacation schedule for the following year. The accumulation and use of attendance incentive vacation days shall be subject to the provisions of Article 14, Section E, above with the following exception: If changes in the calendar result in not enough days being available for use of earned attendance incentive vacation days, such days shall be lost.

Quarters: Start of school - November 18
November 19 - March 1
March 2 - May 28

May 29 - Last day before school begins for the next year

ARTICLE 15 WAGE SCHEDULE

Item 1 The wage schedule to take effect July 1, 2004, and to cover the period of employment through June 30, 2005, shall be as follows:

Step	Requirements	July 1, 2004
1	0 years experience	\$11.55
2	1 year experience	\$12.33
3	2 years experience	\$13.27
4	3 years experience	\$14.52
5	4 years experience	\$15.74
6	5 years experience	\$15.94

Item 2 The wage schedule to take effect July 1, 2005, and to cover the period of employment through June 30, 2006, shall be as follows:

Step	Requirements	July 1, 2005
1	0 years experience	\$11.72
2	1 year experience	\$12.51
3	2 years experience	\$13.47
4	3 years experience	\$14.74
5	4 years experience	\$15.98
6	5 years experience	\$16.18

Item 3 The wage schedule to take effect July 1, 2006, and to cover the period of employment through June 30, 2007, shall be as follows:

Step	Requirements	July 1, 2006
1	0 years experience	\$11.90
2	1 year experience	\$12.70
3	2 years experience	\$13.67
4	3 years experience	\$14.96
5	4 years experience	\$16.22
6	5 years experience	\$16.42

Item 4 At the time of employment, employees shall receive a maximum of one (1) year of experience credit on the wage schedule for:

- 4.1 Fourteen (14) semester hours of courses related to working within programs for the severely or moderately impaired. These credits shall be subject to the approval of the Director of Special Education, or

- 4.2 Two (2) years of work experience in programs for the severely or moderately impaired, or
- 4.3 A combination of 4.1 and 4.2 equivalent to 4.1 or 4.2.

Item 5 Current employees who work one hundred and eighty-five (185) days and who apply for posted vacancies during the summer months, shall be paid their current rate of pay for such service.

Item 6 Wage increases shall be retroactive to July 1, 2004, to active employees at the time of ratification of this Agreement.

Item 7 A longevity entitlement shall be added to the wages of each employee annually beginning upon completion of five (5) years service to the District and shall be paid each year thereafter according to the following schedule:

<u>Years of Service</u>	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
5	\$ 450.00	\$ 475.00	\$ 500.00
10	\$ 475.00	\$ 500.00	\$ 525.00
15	\$ 500.00	\$ 525.00	\$ 550.00
20	\$ 525.00	\$ 550.00	\$ 575.00

Item 8 The longevity amount shall be paid in the second (2nd) paycheck in May of each year.

Item 9 An employee who retires and qualifies for retirement benefits under the State Retirement Plan or an employee who does not qualify under the State Retirement Plan, but has a minimum of ten (10) years of service at age sixty-five (65), shall receive pay at the current rate at the time of retirement for one-half (1/2) of the number of sick days the employee has accumulated, amount of pay not to exceed fifteen (15) days. Presentation to the Personnel Department of the retirement card, indicating retirement number issued by the Retirement Board to the retiree, shall be sufficient to receive retirement pay.

ARTICLE 16 SITE-BASED DECISION-MAKING

Item 1 Site-based Decision-making (SBDM) is a joint planning and problem-solving process that seeks to improve the quality of life in the school and work site. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and effectively involved in making the decision. Association members will be invited and encouraged to participate in this process.

ARTICLE 17 DURATION OF THE AGREEMENT


Item 1 This Agreement incorporates the entire understanding of the Association and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to change any matter in this Agreement.

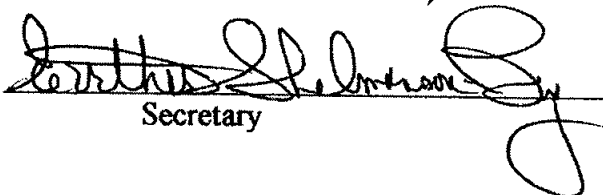
Item 2 This Agreement shall continue in full force and effect through June 30, 2007.

Item 3 This Agreement shall become effective July 1, 2004.

BOARD OF EDUCATION

Date 6/30/05

By 
President

By 
Secretary

**PONTIAC PARAPROFESSIONAL
INSTRUCTORS ASSOCIATION MEA/NEA**

Date 6/23/05

By 
President

By 
Secretary

Appendix A

Evaluation Form

SCHOOL DISTRICT OF THE CITY OF PONTIAC

Pontiac Paraprofessional Instructors Evaluation

Employee _____

Building _____

Date _____

Ratings: **Excellent** (Employee performs above what is expected.)
 Satisfactory (Employee performs the minimum expectations.)
 Needs to Improve (Employee performs below the minimum expectations.) *Anytime this rating is given, the evaluator's comments must be provided.*

Category:

Excellent

Satisfactory

Needs to Improve

PERSONAL

Attitude

Attendance

Appearance

JOB PERFORMANCE

Knowledge of job

Quality of work

Judgment

Reliability

Flexibility

Cooperation

Initiative

PROFESSIONALISM

Maintains confidentiality

**Uses appropriate language
(no swearing)**

**Appropriate physical behavior
(no fighting)**

Accepts constructive criticism _____

Treats others with respect _____

RELATIONSHIPS WITH OTHERS*

Teachers _____

Students _____

Co-workers _____

Administrator(s) _____

Parents _____

Others _____

***Mark NA if not applicable.**

GOAL(S) _____

ADMINISTRATOR'S COMMENTS (Attach additional sheets, if necessary.) _____

EMPLOYEE'S COMMENTS (Attach additional sheets, if necessary.) _____

Employee's Signature

Date

Administrator's Signature

Date

Administrator's Recommendation (Check the appropriate box):

Satisfactory

Needs to Improve
Plan of Assistance required