

COLLECTIVE BARGAINING AGREEMENT

2023-2026

between

THE SCHOOL DISTRICT
OF THE
CITY OF HAZEL PARK

&

THE HAZEL PARK PARAPROFESSIONALS
ASSOCIATION (HPPA)
MEA/NEA

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AGREEMENT

This AGREEMENT made and entered into this 1st day of July 2021, by and between the Board of Education of the School District of the City of Hazel Park, Oakland County, Michigan, party of the first part, hereinafter referred to as the "District," and the Hazel Park Paraprofessional Association, MEA/NEA, hereinafter referred to as the "Association."

PURPOSE

The parties recognize that they have a common responsibility beyond their collective bargaining relationship, and that the School District of the City of Hazel Park is a unit of government, subject to the laws of the State of Michigan, and that the District has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children of the District.

The efficiency of the program of any school system is directly, therefore, proportional to the effectiveness of its employees in every category. It is the purpose of the District to employ competent, morally acceptable, and dedicated personnel.

It is the purpose of this Agreement to resolve, by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

ARTICLE I

RECOGNITION

The Board of Education of the School District of the City of Hazel Park recognizes the Hazel Park Paraprofessional Association, MEA/NEA, as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for employees in the classifications set forth in the schedules attached and made part of this Agreement. For the purpose of this Agreement, the term "employees" shall mean any member of the bargaining unit.

Definition of Terms:

1. The term "bargaining unit members" and/or "employees," when used in this Agreement shall refer to all adult employees represented by the Association and who are not enrolled as students in the District.
2. The term "District," when used in this Agreement, shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies and conduct all aspects of the business of the District.
3. Wherever the title "Association" is used in this Agreement, it shall mean the Hazel Park Paraprofessional Association, MEA/NEA.

ARTICLE II

FAIR EMPLOYMENT PRACTICES

- A. This agreement shall be applied uniformly to all employees within the bargaining unit.
- B. It is the policy of the School District of the City of Hazel Park that no person shall, on the basis of race, color, national origin, sex, gender identity, age, disability, height, weight, religion, sexual orientation or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity, or in employment.
- C. The Association agrees to admit bargaining members to the Association without discrimination by reason of race, creed, color, national origin, sex, gender identity, marital status, sexual orientation or past participation in the activities of any employee organization.

ARTICLE III
AGENCY SHOP

- A.** Employees covered by this bargaining unit shall, on or before the thirtieth (30th) day following the beginning of their employment or the execution of the collective bargaining agreement, whichever is later, as condition of employment or of continued employment, either:
 - a. Become a member of the Association; or
 - b. Pay the Association a service fee not to exceed the dues of the Association.

- B.** The Association shall indemnify and save harmless the District from any and all claims, demands, or suits, and unemployment costs, fees and expenses including, but not limited to, liability, damages, attorney fees, interest, court costs or sanctions, interest or penalties incurred by reason of any action taken by the District as a consequence or result of the District's compliance with this Agreement.

- C.** The parties recognize this Article is inactive as a result of the Supreme Court decision *Janus v. AFSCME* (2018) and is incorporated as reference until such time that the decision is changed or federal law renders the decision moot.

ARTICLE IV

BOARD RIGHTS

- A.** Nothing in this Agreement is to be interpreted as constituting a waiver for the Board of Education's rights and responsibilities to create and maintain schools that reflect the public's wishes. The intent of this Agreement is to establish wages, working hours, and conditions of employment with the Association.
- B.** Therefore, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, absent any exceptions, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitutions of the State of Michigan and the United States, including, but without limiting, the generality of the foregoing right:
- a. To the Executive management and administrative control of the school system and its properties.
 - b. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal.
 - c. To adopt and implement work rules, procedures and regulations.
 - d. To determine the financial policies, including all accounting procedures.
 - e. To determine the size of the management organization, its function, authority, amount of supervision, and determine the table of organization.
 - f. To direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, and determine the size of the workforce.
- C.** The exercise of the foregoing powers, rights, duties, and responsibilities by the District, and the adoption of the policies, rules, regulations, and practices, shall be exclusive prerogative of the District except as limited by the specific terms of the Agreement.

ARTICLE V
ASSOCIATION RIGHTS

- A.** The Association and its members shall have the right to use school building facilities for meetings, at reasonable hours outside of the working day, at no expense to the Association, unless additional custodial and/or other expenses to the District are incurred and in accordance with existing District policies. The Association must secure a building permit from the Superintendent of Schools.
- B.** The Association representative shall be permitted to insert mail in the mailbox or mailboxes provided for this purpose by the District with the understanding that each piece of mail is identified as Association mail. The District shall in no way be liable for any loss or damage to Association mailed materials.
- C.** School equipment may be made available to the Association and its members under conditions prescribed by the building administrator. Any supplies required in the use of such equipment must be replenished by, or paid for by, the Association.
- D.** The District agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the District's tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members, together with information not subject to the Privacy Act or other laws or statutes governing dissemination of private or public materials or information , which may be necessary for the Association to process any grievance or complaint.
- E.** The Association President or designee shall be permitted to transact official Association business on school property at all reasonable times, provided that this will not interfere with or interrupt classroom or educational activities or normal school operations. The initial contact in any school building shall be with the building administrator.
- F.** Board meeting minutes and agendas will be received by the school district website and shall be available to the President of the Association at least 24 hours prior to any and all meetings.
- G.** All District personnel policies, or any proposed changes in said policies, shall be distributed to the Association.

- H.** The Association shall, upon notice to the Superintendent, be allotted sixty-three (63) hours per year to attend to MEA business, as certified by the President of the Association. Utilization of these hours shall be inputted into the absence management system.
- I.** Loss of school property; bargaining unit members shall not be held responsible for loss of school property or student property, either from within or on official school business unless the board, its designee, or law enforcement officials have evidence the bargaining unit member has been negligent or criminally responsible.
- J.** Upon request, a list of all Bargaining Unit members' names, hire date, building assignment and contact information shall be provided to the Union at the end of each school year, with their projected assignment for the following year, if known. All newly-hired bargaining unit members' names, hire date, building assignment and contact information will be forwarded to HPPA president or designee and MEA Field Assistant assigned to Hazel Park at the time of hire.
- K.** The District shall provide an on-boarding folder at the time of hire to all new bargaining unit members. Within the folder the Association will provide at least a letter and membership application to be included in its contents. It shall be the responsibility of the Association to provide these materials to the District on a regular basis to ensure the District has included the items into the on-boarding folder.

ARTICLE VI

DISCIPLINE

- A. An employee shall not be disciplined without just cause.
- B. Should disciplinary action be likely to occur at any given meeting, the employee will be advised immediately of her/his right to have an Association representative present.
- C. When a request is made for Association representation by the employee, the meeting with the employee will not occur until the employee has obtained an Association representative. If no representative is available for a meeting that same day, the District may take any action necessary to protect the best interests of the District and the involved employee prior to the disciplinary meeting.
- D. The District shall utilize progressive discipline prior to the discharge of any employee for minor infractions; such as absenteeism, tardiness, and substandard work performance. Progressive discipline shall be defined as an oral reprimand, written reprimand, suspension with pay, suspension without pay, or discharge.
- E. Progressive discipline need not be given to any employee for major infractions on the job, including, but not limited to, intoxication, theft or fighting.
- F. In the event an employee is disciplined or discharged and believes that the action is unjust, the employee may process her/his complaint through the grievance procedure herein. Discharge during the probationary period cannot be subject to the grievance and arbitration procedure.

ARTICLE VII

PERSONNEL FILES

- A.** The personnel files will be kept in a central location under the supervision of the Superintendent of Schools.
- B.** Upon written request, an employee will have the right to review the contents of her/his personnel file. An Association representative will have the right to review and employee's file only with the written permission of the employee.
- C.** No documentation concerning an employee originating after the initial employment will be placed in an employee's personnel file unless the employee had been given a copy of the material. Complaints about the employee shall be put in writing, clearly annotated at the bottom of each page "Copy to Personnel File, "and a copy provided to the employee. When complaints are placed in an employee's file, the employee shall review and sign the complaint, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All employees will have the option of placing material related to their employment in their personnel files.
- D.** The personnel files shall be maintained in accordance with the Bullard-Plawecki Act.

ARTICLE VIII

SENIORITY

- A.** Seniority shall mean the number of continuous years of service actually worked within the district, computed from the date of hire. An employee who is temporarily transferred to a non-bargaining unit position for ninety (90) calendar days or less shall be deemed to have worked continuously in the bargaining unit for a period of temporary transfer. Seniority shall be applicable only as expressly provided in this Agreement. The District shall publish a district wide seniority list. It is understood that any leave of absence described in this agreement shall not be considered as an interruption of service.
- B.** No seniority shall be accrued or granted for work performed outside this bargaining unit.
- C.** In the event of the same hire date, seniority shall be determined by lot.
- D.** There shall be no seniority among probationary employees.
- E.** An employee's employment shall be terminated and their seniority shall cease upon:

 - 1. Discharge for cause, quit, retirement, or resignation.
 - 2. Failure to report to work after recall within the time period specified in this agreement.
 - 3. Except for layoff or approved leave of absence, if off the active payroll for any reason for a period equal to the employee's length of seniority or twelve (12) consecutive months, whichever is less.
 - 4. Obtaining a leave of absence under false pretenses, working for another employer during a leave of absence, or failure to return to work upon the scheduled expiration of a leave of absence.
 - 5. Layoff for a period of twenty-four (24) months or for a period equal to the employee's seniority, whichever is less.
 - 6. Absent without notice to the District for a minimum of two (2) consecutive days.
 - 7. The employee violated any procedure and/or conditions of the Leave of Absence provisions set forth in this agreement.

ARTICLE IX

PROBATIONARY PERIOD

- A.** All new employees will serve a ninety (90) work day probationary period. Probationary days shall only be counted during an employee's work year. The District, while in their probationary period, may discharge new employees, and this decision shall not be in violation of this agreement or any applicable work rules and shall not be subject to the grievance procedure. Upon successful completion of the probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire in the bargaining unit.
- B.** In the event an employee moves to a new position, it shall be on a trial basis for twenty (20) workdays. During this trial period, either the employee or the District shall have the option of returning the employee to their former position. This decision shall not be subject to the grievance procedure.

ARTICLE X

PROTECTION OF EMPLOYEES

- A. The District and the Union agree that student behavior is the prime responsibility of the certified professional teacher and/or supervisor and the administration. Members of this bargaining unit, as members of the educational team, are expected to assist with the implementation of those procedures designed to encourage appropriate student behavior.
- B. Employee Physical Assault
1. The term 'physical assault' shall be defined as the intentionally causing or attempting to cause physical harm to another through force or violence.
 2. Any case of physical assault upon an employee in the course of their employment shall be promptly reported by the employee to the Principal or Director/Supervisor of the school. The District shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
 3. As a result of a physical assault upon an employee in the course of his/her employment as an employee, and the employee suffers a loss of property, the employee shall be compensated in accordance with Section D of this article.
- C. Parental Concern:
1. Any concern of a parent regarding an employee, which a Principal, Director, or Supervisor feels may have validity shall be promptly called to the attention of the employee involved. If said complaint or anything derogatory is being placed in an employee's personnel file, a copy will be shown to the employee before filing. The employee has the right to include a response to the same, which will be attached to such item in his/her file.
 2. If an administrator feels that a parental concern may have validity and may lead to disciplinary action, the employee will be informed of her/his right to Association representation.
 3. If an Employee has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the Employee while in the performance of his/her assigned duties and performing properly and lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its' insurance carrier with the request that all necessary assistance, legal and financial, be rendered to the Employee in his/her defense.

D. Loss or Damage/Personal Property

1. If in the performance of regular or assigned duties an employee without negligence on his/her part, will suffer a loss or damage to his/her clothing or other personal property to the extent of replacement value is ten (10) dollars or greater, but no more than two hundred-fifty (250) dollars (except in cases of such things as eyeglasses, hearing aids, and other medically prescribed items where the limit is four hundred (400) dollars) in any school year, the Board will make reimbursement.
2. This section will not apply to loss of money or damage to an automobile, and it will also not apply to loss or damage to personal technological devices, such as a cell phone, smart phone, or I-pad, for example, unless the employee was expressly directed or required to use his/her personal technological devices in the course of performing his/her duties. Notification by an employee that he/she has incurred expenses in accordance with the provisions of this paragraph will be filed by the employee with the building principal on a form provided by the District. Said form will be filed within ten working days from the date of the loss or damage. Failure of an employee to comply with this provision will constitute forfeiture of right of payment and/or reimbursement.

E. Employer Receipt of Electronic Images

In the event that the District receives photographs or recordings (video or audio) of employees captured during the workday from an outside third party, and determines that the photo/recording is not needed for the determination of any employment concern, the District shall promptly so notify the employee and discuss how to address the photo/recording.

F. Workspace Safety

The District agrees to appoint the HPPA President or designee to the District's Safety Committee.

G. Appropriate PPE (Personal Protective Equipment) items (such as masks, gloves, and surgical gowns) shall be provided to employees upon request.

ARTICLE XI
GRIEVANCE PROCEDURE

A. Grievance Definition:

A grievance is a complaint by a member or the Association alleging the violation of a specific Article or Section of this Agreement. Such grievances shall be submitted to the following grievance procedures:

B. Procedure

Step 1: Within ten (10) workdays of an alleged violation of this agreement or ten (10) workdays of learning of a violation of this agreement, the employee or Association shall give oral notice to the bargaining unit member's immediate supervisor.

Within ten (10) work days of receiving the oral notice, the supervisor shall respond orally.

Step 2: Within ten (10) work days of the oral response from the supervisor, the Association shall submit a written grievance to the supervisor.

Within ten (10) work days, the supervisor shall provide a written response.

Step 3: Within ten (10) work days of the written response from the supervisor, a written appeal will be made to the Superintendent or his/her designee.

Within ten (10) work days of receipt of the appeal, the Superintendent or his/her designee shall meet with the grievant and Association.

Within ten (10) work days of meeting with the grievant and Association, the Superintendent or his/her designee shall provide a written response.

Step 4: Within ten (10) work days of the written response from the Superintendent or his/her designee, the Association shall make a written appeal to the Superintendent or his/her designee.

Within ten (10) work days of receiving a written appeal from the Association, the Superintendent or his/her designee shall provide a written response.

Step 5: If the Association is not satisfied with the written response at Step 4, the

grievance will be submitted to the Board of Education within ten (10) days.

Within ten (10) work days of receiving the grievance, the Board of Education or a subcommittee of the Board of Education will meet to hear the grievance.

At the first regular board meeting of the Board of Education subsequent to hearing the grievance, the Board of Education will render a decision whether to accept or deny the grievance.

The Association may file for binding arbitration to be carried out under the rules of the American Arbitration Association. AAA fees shall be shared equally between the District and the Association.

**** Timelines may be extended by mutual agreement ****

C. Written Presentation

1. All grievances presented at the Step 2 level of the procedures set forth in this Agreement shall include:
 - a. The facts giving rise to the grievance.
 - b. The specific provision(s) of the Agreement, if any alleged to have been violated.
 - c. The name(s) of the aggrieved employee(s).
 - d. The remedy sought.
2. All grievances at Step 2 of the procedures set forth in this Agreement shall be signed and dated by the aggrieved employee and/or her/his Association representative. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

D. Time Limitations

The District shall not be compelled to accept a grievance for processing if it is not submitted and/or appealed within the time limits set forth in this agreement. If the grievance is not timely submitted at Steps 1 or 2, it shall be considered withdrawn and shall not be subject to any further proceeding under this Agreement. If the

grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the District's Step 2 answer. If the immediate supervisor or Assistant Superintendent fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

E. Appeal Procedure

Any grievance, as defined in Article XI, that has been properly and timely processed through the grievance procedure set forth in Article X, that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association serving the District with written notice of its intent to appeal to arbitration. An employee shall have no right to demand arbitration. The failure to appeal a grievance to arbitration in accordance with this Agreement within thirty (30) calendar days after receipt of the written answer of the District, or when the District's answer was due at Step 3 of the grievance procedure set forth in this Agreement, shall constitute a waiver of the Association's right to appeal to arbitration and any written answer of the District at Steps 2 or 3 of the grievance procedure shall be final and binding on the aggrieved employee, the District and the Association.

F. Selection of Arbitrator

The jurisdiction and authority of the arbitrator and her/his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Association and the District. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify, any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish, or alter any wage rate or wage structure. The Arbitrator shall have no power to substitute her/his discretion for the District's discretion in cases where the District has retained discretion or is given discretion by this Agreement or by any supplementary agreement. The Arbitrator shall have no power to decide any question which, under this Agreement, is within the right of management to decide. In rendering a decision, the Arbitrator shall have due regard for the District's rights and responsibilities of management and shall so construe the Agreement so there will be no interference with the exercise of such rights and responsibilities except as those rights may be conditioned by the Agreement. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the District and the Association. The written award of the Arbitrator on the merits of any grievance adjudicated within the Arbitrator's jurisdiction and authority shall be final and binding on the aggrieved employee, the Association, and the District.

G. Fees, Costs and Expenses of Arbitration and Back Pay Awards

1. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. Otherwise, each party shall bear its own arbitration expenses. Neither the Association nor any employee shall be entitled to any payment of costs, attorney fees, interest, punitive damages or other sanctions. When a back-pay claim is awarded by an Arbitrator or allowed by the District, such back pay shall be limited to the amount of regular straight-time wages the employee would otherwise have earned from employment with the District during the back-pay period and shall be reduced by the following:
 - a. All unemployment compensation received by the employee.
 - b. All benefits or compensation from personal services received by the employee, from any source, to offset loss of income from the District while the matter was pending.
 - c. All benefits or compensation that would have been lost because of any period of incapacity, disability, strike, seasonal or other layoff period or other unavailability or inability to work. No employee shall receive any pay or reimbursement for expenses for attending any arbitration hearing.

H. Back Pay Limitation

The District shall not be required to pay back wages prior to the beginning of the school year in which the grievance is filed.

I. Association Responsibility

In the event of a violation, the Association agrees to promptly exert every reasonable effort, through its officers and representatives, to end any violation of this Agreement.

J. Injunctive Relief

In the event of a violation of this Agreement, the District may, in addition to seeking any other remedies, immediately apply to the United States District Court for the Eastern District of Michigan, or other court competent jurisdiction, for injunctive relief, including a temporary restraining order, preliminary injunction, or permanent injunction, prohibiting the continuation of such violation.

K. Damages and Other Remedies

In addition to any other remedy set forth in this Agreement, the District, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Association for damages suffered by the District as a result of a violation of this Agreement. The remedies set forth in this Agreement are not exclusive and the District may pursue whatever other remedies are available to it at law or in equity.

ARTICLE XII

LEAVE OF ABSENCE

A. FMLA (Family Medical Leave Act)

Qualified employees will be granted leaves pursuant to the provisions of the Family Medical Leave Act.

B. Educational Leave

Leaves of absence without pay shall be granted upon written application to, and approval by, the Superintendent and the District for the purpose of further education study. The regular salary increment occurring during such period shall be allowed.

C. Family Care Leave

A Family Care Leave shall be for a period of one (1) year and, upon written request. May be granted an additional year at the discretion of the Board of Education. The bargaining unit member shall file a written notice of intent to return thirty (30) calendar days prior to the expiration of her/his leave.

D. Military Leave

Military Leave of absence shall be granted to any Association member who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. An Association member on Military Leave shall be given the benefits of any increment which would have been credited to her/him had she/he remained in active service in the school system.

E. Personal Leave

The District may grant an unpaid leave of absence for leaves not listed above for a period of time not to exceed one (1) year or such longer period of time as the District may grant. During such leave, the employee shall not accrue or be eligible for any benefits under this Agreement except that seniority shall continue to accrue. During such leave, the resumption of employment for any other employer shall constitute a de facto resignation on the part of the employee and a revocation of any and all rights under this Agreement.

F. Eligibility for Leave

To be eligible for a leave of absence, the bargaining unit member must have been employed by the District for at least two (2) years.

G. Returning from Leave

Under all leaves of absence, a bargaining unit member is guaranteed to be reinstated in the position she/he left provided she/he returns within a twelve (12)-month period.

ARTICLE XIII

WORK SCHEDULE

A. Holidays

1. All paraprofessionals will be eligible to receive pay for the following holidays. To receive holiday pay, the employee must be at work on their scheduled work days immediately preceding and after the holiday.

Labor Day (if working the week of Labor Day)	Friday before Labor Day (Association Withdraws)
Thanksgiving	Friday after Thanksgiving
Christmas Eve	Christmas Day
Four Days during Winter/Holiday Vacation	New Year's Eve
New Years Day	Martin Luther King Day (Association Withdraws)
Monday of Spring Break	Good Friday
Memorial Day	Juneteenth (Association Withdraws)

2. Holiday pay hours will be computed by taking the normal hours worked per week and dividing by five. A minimum of two (2) hours pay shall be paid. If an employee is given approved leave or provides notice of illness or other matter beyond the control of the employee, including but not limited to family member illness or death, the employee shall be paid for the holiday, with the understanding that the District reserves the right to receive appropriate verification of the need for the absence. (Association Withdraws changes)
3. Use of a personal day due to illness or accident of the employee or a member of the employee's immediate family are the only situations, absent the agreement of the Superintendent in cases of special circumstances which shall be communicated to the Association President, that permit a bargaining unit member to use a personal day to qualify the member to be eligible for holiday pay in lieu of actually working the day before the or after a holiday (e.g., using a personal day for actually personal business or recreation the day before or after a holiday will not qualify a bargaining unit member to be eligible for holiday pay). The District reserves the right to receive appropriate verification of such illness or accident. If a bargaining unit member is going to use any paid personal days as part of an FMLA leave or any other leave due to illness or accident, the expectation is that the bargaining unit member will begin using the days from the

beginning of such leave and to use such days consecutively until the personal days are exhausted or the member recovers; otherwise, use of one or more paid personal leave days due to illness or accident immediately before or after the holiday will not qualify the bargaining unit member to be eligible for holiday pay.

B. Personal Day

1. The School District will provide paraprofessionals ten (10) personal days (day equals number of hours in the employees work day) i.e. - employee works a 35-hour work week, then the average for a day would be 7 hours. If a person works a 20-hour work week, then the average for a day would be 4 hours. These days may be taken for any reason including, but not limited to illness. A three-day advance notice is required except in cases of emergency, i.e. - if an employee wakes up ill one morning, then that person would be able to declare that as his/her personal day, if the employee chooses to do that.
2. The personal day (hours) referenced above may be accumulated up to the equivalent of thirty (30) days (day being equal to employee's average work day as described above). These days may be paid at retirement if unused, or at the end of any year the employee requests, if unused.

C. Jury Duty

The School District will pay paraprofessionals for their regular hours while they are on jury duty. In order to be paid for these hours, the employee must endorse their jury duty check over to the School District (as required of all other employee groups). If the employee chooses to keep her/his jury duty check; no hours should be turned in to payroll for the time spent on jury duty.

D. Court Appearances

The School District will pay paraprofessionals for their regular hours only when making court appearances on behalf of the School District.

E. Emergency School Closing Days

Paraprofessionals will be paid for days school is canceled prior to school starting because of emergency conditions. These employees will be paid for the hours normally worked on the specific date. If the employee normally would not work, the employee would not be paid. When school is canceled due to an emergency after school has started, employees are expected to remain at work to ensure the safety of the students. However, the employees may be excused from work,

without pay, if requested Payment for emergency school closing days cannot exceed state-allowed days off. If the district is required to reschedule a day of instruction, this provision will not apply.

If an employee was scheduled to work the day before or the day after an emergency school closing, but was absent, the employee will not be paid for the emergency school closing, absent the agreement of the Superintendent in cases of special circumstances which shall be communicated to the Association President.

F. Field Trips

If an employee is required to attend field trips, and the time extends beyond the employee's scheduled work hours, the employee will be paid for said time.

G. Transportation of Students

Bargaining unit members shall not transport students in personal vehicles. It shall be the sole responsibility of the District to transport all students for any and all school related activities.

ARTICLE XIV

WORKING CONDITIONS

A. Service to be Provided

Aide/Paraprofessional services provided to assist and support the teacher's instructional efforts.

B. Training

The District will provide for all training that is required including, but not limited to, restraint training for certain assignments. Such training will be provided during normal working hours or with additional pay for time spent at required training.

C. Immunization

Employees in high risk assignments shall have the option of receiving hepatitis immunization and booster shots at the District's expense.

D. Mileage Reimbursement

When an employee uses a personal vehicle to perform services at the direction of the administration, such travel will be reimbursed at the current board policy rate.

E. Administration of Medication

At the beginning of each school year, or more often if necessary, employees involved in the administration of medication will be informed and provided professional development on the procedures for the administration of medication in compliance with applicable law.

F. Reporting Absences

At the beginning of each school year, employees shall be notified in writing of the procedural guidelines for reporting absences.

G. Injury

1. When an employee is injured, administration shall direct the employee to the Worker's compensation clinic.
2. Administration shall have incident reports available for employees to report injuries.

3. No retaliation shall occur by administration if an incident report is filed by an employee.
4. Upon request, the Association shall be furnished with a report about the number of workplace injuries that have taken place.

ARTICLE XV

Evaluation

- A.** All bargaining unit members will be involved in performance reviews at least once every three (3) years using the District's evaluation tool by the bargaining unit member's direct supervisor. Such reviews shall commence and end during the academic school year.

- B.** The form for the evaluation of bargaining unit members is incorporated into Appendix A.

ARTICLE XVI

IMPLEMENTATION PROCEDURES

Implementation meetings will be held between representatives of the District's and the Association's bargaining teams at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems that are not of a grievance nature.

ARTICLE XVII

COMPENSATION

A. Compensation will be paid according to the salary schedule and terms defined below.

B. Employees shall receive their paychecks biweekly.

C. Deductions will be taken for any of the following authorized by the employee:

1. Credit Union
2. Tax Sheltered Annuity
3. United Fund
4. Section 125
5. Any other payroll deduction mutually agreed upon by the District and the Association

D. Cross Class Coverage

It is understood that any paraprofessional who is covering in a higher class shall be paid at least an additional dollar (\$1.00) per hour for the time working in that higher class or the higher rate between the two classes, whichever is greater. The Step shall remain consistent during this coverage.

E. Retention Bonus

Employees completing the years of service with the District as indicated below as of the last day of the school year in June will be paid a retention bonus in the last payroll period of June. Example: An employee completing 14 years of service with the District by the last day of June 2023 will be paid a retention bonus of \$1,000 in the last payroll period of June 2023.

YEARS OF SERVICE	ANNUAL LONGEVITY AMOUNT
8 - 12 YEARS	\$500
13 - 17 YEARS	\$1,000
18+ YEARS	\$1,500

ARTICLE XVIII

INSURANCE

A. Medical

1. Bargaining unit members who are regularly scheduled a minimum of thirty (30) hours per week qualify for single person coverage through MESSA as defined below (or comparable).

Plan: Essentials by MESSA (EA)

IN Deductible: \$375/\$750

IN Coinsurance: 20%

OL/OV/SV Copay: \$10/\$25/\$50

UC/ER Copay: \$50/\$200

Rx Coverage: EbM

Riders: None

Basic Term Life with Medical: \$5,000

2. The District's health insurance premium will be capped in accordance with Public Act 152 of 2011.
3. Cash in Lieu of Medical- Within the structure of a Section 125 Cafeteria Plan, an employee who meets the requirements for medical coverage may elect to receive four hundred (\$400) in lieu of district- paid medical benefits. This payment will be paid at the end of a complete year in which the employee elected not to receive medical benefits. For employees working a partial year, a prorated payment will be made.

B. MPSERS (Michigan Public School Employees Retirement System)

The District shall support the mandatory contribution to fund basic retirement at the percentage determined by an actuary each year.

C. Michigan Workers' Compensation

The District will provide workers' compensation coverage as required by statute in the State of Michigan with the following augmentation:

1. Bargaining unit members drawing benefits from Workers Compensation may supplement their weekly benefit up to a maximum of their gross weekly income by drawing on their leave days, holidays included. Such leave days shall be charged to the employees' bank on a prorated basis. The maximum period for this

coverage shall be no longer than the qualified period of Long-Term Disability coverage. If the employee has no accumulated leave days, no salary supplement shall be made.

2. If, after the qualifying seven day waiting period, the Workers Compensation benefit continues, it shall be the practice of the District to return those days to the bargaining unit members leave balance and may be used in accordance with section A.

D. Dental

The District shall pay for the entire single subscriber cost to all qualifying bargaining unit members as required in A of this section. These benefits will begin January 1st, 2022. Employees wishing to subscribe to 2-person or Full Family will pay the difference in premium cost:

Class I - Diag & Prev: 80% Class II - Basic Services: 50% (X-Rays) Major

Class III - Services: 50%

Annual Max Class I, II, & III \$1,000

Class IV - Orthodontics: 50% Lifetime Max Class IV: \$500

Riders: 2 Cleanings

Plan Year: Jan December

E. Vision

MESSA Vision Preferred

ARTICLE XIX

NEGOTIATION PROCEDURES

- A. Not later than March 1, in the school year in which this Agreement expires, the District agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning employee salaries, hours, and other conditions of employment. Any agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the District and the Association.
- B. During negotiations, the District and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The District agrees to make available to the Association, in response to written request, available information concerning the financial resources of the District and tentative budget requirements and allocations which are presented at any meeting of the Board, or before any government agency.
- C. If the negotiations in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- D. The parties hereby acknowledge that in the course of the negotiations which resulted in this Agreement, each had unfettered rights and opportunities to make proposals and counter proposals with respect to all subjects germane to the collective bargaining process, both procedurally and substantively, that all such subjects, proposals and counter proposals have been discussed and negotiated and that the agreements contained herein were arrived at after the free exercise of such rights and responsibilities.
- E. Therefore, the District and the Association both agree that, for the term of this Agreement, neither shall be bound or required or otherwise obligated to bargain collectively with respect to any subject or matter not specifically addressed in this Agreement, irrespective of whether such subject or matter may or may not have been within the knowledge or purview of either or both of the parties at the time of the negotiating or signing of this Agreement.
- F. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.

Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act336 of 1947, as amended) will be faithfully observed.

- G.** In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. 1. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XX

VACANCIES

- A.** All vacancies shall be communicated to bargaining unit members at least five (5) working days before the vacancy is filled identifying the class in which the vacancy aligns and a link to job descriptions.
- B.** So as to fulfill the primary mission of the District, which is to deliver the best possible service to children, consideration will be given in the following descending order in filling vacancies:
 - 1. Experience, training, educational background, and skills of all applicants
 - 2. Seniority in the classification of the vacancy
 - 3. Districtwide seniority (date of hire)
- C.** The parties agree that unrequested transfers of bargaining unit members are undesirable and are to be minimized and avoided whenever possible.
- D.** No temporary employee shall be kept on a temporary basis longer than sixty (60) days except in cases of extenuating circumstances.
- E.** Substitutes filling in for an absent bargaining unit member may substitute for the duration of the bargaining unit member's absence.
- F.** Only Employees at Class 3 or above when transferring to a new classification will be placed on the step commensurate with their existing step level. For example, if employee A is transferring from their current position of Class 4, Year 5 to a Class 6 position, the employee will move to Class 6 Year 5 pay rate.

ARTICLE XXI

LAYOFF

- A.** Reductions in the workforce deemed necessary by the District shall result in a lay-off notice to member(s) of the Association. The lay-off notice shall be delivered as soon as possible, but no later than ten (10) business days prior to the effective date of the lay-off.
- B.** The employee must respond in writing within five (5) business days following notification of lay-off to inform the District which of the three (3) options he/she chooses.
- C.** Lay-off options are as follows and, once notification of such option is received by the District, it cannot be changed. Failure to notify the District within the above timeline shall result in a layoff for the employee.
 - 1. Bump the lowest seniority employee in a position for which he/she is qualified within his/her classification.
 - 2. Bump the lowest seniority employee in a position for which he/she is qualified in a lower classification.
 - 3. To be laid off.
- D.** Permanent placement into new positions shall not take place until the bumping process has been finalized.

ARTICLE XXII

RECALL

- A. When openings occur, employees who have been affected shall be recalled in the reverse order in which they were released, provided, however, that each person recalled shall meet the qualification for the positions available.
1. As openings occur, the District shall contact each qualified person on the recall list by registered letter. Such a letter shall indicate the qualifications for the position(s) open and a deadline for a written response of interest from the employee. The deadline shall be no less than seven (7) business days from the mailing of the letter. It shall be the responsibility of the employee to supply the District with a current mailing address and telephone number and any additional qualifications they may have acquired since lay--off.
 2. The position shall be awarded to the most senior qualified laid off employee who responds to the letter within the time limits as stated above. Employees who refuse the position, or fail to respond within the required time, shall be considered a resignation from the District.
 3. A laid-off employee may refuse only work opportunities which have a lower job classification than their previous position. The job refusal must be by written response within the above timelines. A refusal for this reason only shall permit the District to continue recall rights for said employee.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A.** Copies of this Agreement shall be printed, at the expense of the District, and made available to all employees, now employed and hereafter employed, at or prior to the time of employment. Fifty (50) copies will be provided to the Association.
- B.** This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the District, the Association, and employees in the bargaining unit, and in the event any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C.** The District agrees to email the monthly staffing report regarding bargaining unit members to the Field Assistant assigned to the Hazel Park Paraprofessional Association.
- D.** Fingerprinting will be paid for by the employer.
- E.** Up to five (5) paid hours per year of professional development shall be provided by the district. The training will be determined by the district. All bargaining unit members shall be required to attend Institute Day and Spring PD Day .
- F.** Extended School Year (ESY) and Summer Programs

Extended School Year (ESY) positions shall be posted internally for a minimum of five days. Placement in ESY or any summer program shall be completed based, first, on experience, training, educational background, and skills; second, on seniority in the classification; and third, District-wide seniority from the pool of applicants who express interest in a posting of such a job or position. And then, any external applicants.

ARTICLE XXIV

JOB CLASSIFICATIONS

A. Classification III

- a. Attendance Paraprofessional
- b. Bus Paraprofessional
- c. Latchkey Paraprofessional
- d. Lunch/Breakfast-Paraprofessional
- e. Library Paraprofessional
- f. Office Paraprofessional
- g. Regular Classroom Paraprofessional

B. Classification IV

- a. Special Education Paraprofessional
- b. English Language Paraprofessional

C. Classification V

- a. Behavior Intervention Paraprofessional
- b. Jardon ASD Paraprofessional
- c. Jardon MOCI Paraprofessional

D. Classification VI

- a. Edison Paraprofessional
- b. SXI Paraprofessional

- E.** The Board reserves the right to develop job postings and job descriptions that include the specific qualifications and responsibilities for each position and, as additional positions are identified and/or created, they will be added to the classification list following bargaining with the Association.

ARTICLE XXV
SALARY SCHEDULES

2023-26 School Year	Step	CLASS 3	CLASS 4	CLASS 5	CLASS 6
	2 Year	15.00	16.00	17.50	19.50
	3 Year	15.45	16.48	18.03	20.09
	4 Year	15.91	16.97	18.57	20.69
	5 Year	16.39	17.48	19.12	21.31
	6 Year	16.88	18.01	19.70	21.95
	7 Year	17.39	18.55	20.29	22.61
	8 Year	17.91	19.10	20.90	23.98

Year 2 – 2024-25: Step movement plus one-time bonus payment to top step only of \$750 to be paid in the first payroll period of December

Year 3 – 2025-26: Step movement plus one-time bonus payment to top step only of \$750 to be paid in the first payroll period of December

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2023. and shall continue in full force and effect until June 30, 2026.

School District of the City of Hazel Park

Hazel Park Paraprofessional Association

Amy Kruppe

Amy Kruppe (Jun 20, 2023 09:02 EDT)

Dr. Amy Kruppe, Superintendent

Joan Rybinski

Joan Rybinski (Jun 19, 2023 23:18 EDT)

Joan Rybinski, President

Andrea Clayton

Andrea Clayton (Jun 20, 2023 08:44 EDT)

Andrea Clayton, Vice President

Christopher Pratt

Christopher Pratt, Executive Director

APPENDIX A: EVALUATION TOOL



**HAZEL PARK
SCHOOLS**

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5443
www.hazelparkschools.org

Annual Employee Performance – HPPA

EMPLOYEE NAME:	
PROGRAM:	
BUILDING:	
SUPERVISOR:	
REVIEW PERIOD:	

Supervisor: Indicate your assessment on the scale as objectively as possible. The evaluation must be reviewed and discussed with the employee. If the employee disagrees with the supervisor's rating, they may attach their comments to this form.

Instructional Effectiveness		Superior (3)	Satisfactory (2)	Unsatisfactory (1)
1.	Follows plans and directions of teacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Demonstrates ability to handle specific program instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Knows program materials and uses them appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Understands objectives, duties and responsibilities of program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Contributes to planning by evaluating students' responses to instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Uses initiative in completing tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Provides assistance to students in an appropriate manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Human Resources Office | 1620 E. Elza | Hazel Park, MI 48030 | Phone: (248) 658-5200 | Fax:
(248) 544-5443

Comments:	
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Relationship with Supervising Teacher		Superior (3)	Satisfactory (2)	Unsatisfactory (1)
1.	Assists teacher appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Follows directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Incorporate feedback into changed behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:	
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Relationship with Students		Superior (3)	Satisfactory (2)	Unsatisfactory (1)
1.	Establishes and maintains an atmosphere of learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Maintains discipline for students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Displays a warm, accepting attitude toward students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:	
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Relationship with other School Personnel		Superior (3)	Satisfactory (2)	Unsatisfactory (1)
1.	Cooperates well with all administrators and supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Cooperates well with classroom teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:	
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Personal Effectiveness		Superior (3)	Satisfactory (2)	Unsatisfactory (1)
1.	Punctual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Committed to job	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Accurate in testing and clerical work - N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Enthusiastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Good communication – oral and written	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Ability to adapt to changes in job requirements, procedures and methods of operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:	
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I certify that my supervisor reviewed this evaluation with me. I understand that my signature does not necessarily mean that I agree with the evaluation.

Employee's Signature: _____ Date: ____ / ____ / ____

Principal's Signature: _____ Date: ____ / ____ / ____

Program Director: _____ Date: ____ / ____ / ____

LETTER OF AGREEMENT

Between

Hazel Park Schools

&

Hazel Park Paraprofessional Association

RIGHT TO BARGAIN

This agreement is entered into by and between the Board of Education of the Hazel Park Schools (HPS) and the Hazel Park Paraprofessional Association (HPPA).

Whereas should the State of Michigan repeal those parts of Section 10(1)(b) of the Public Employment Relations Act (PERA), MCL 423.210(1)(b) relating to a public school district’s prohibition upon assisting a union from collecting union dues via payroll deduction, then the parties mutually agree to open the collective bargaining agreement and engage in contract negotiations with the sole intent to address such changes as passed into law regarding Section 10(1)(b) of PERA.

In addition, if the Legislature passes legislation that directly impacts enforcement of one or more provisions of the parties’ collective bargaining agreement, such as voiding Act #152, Public Act of 2011, which is expressly referenced in the parties’ agreement and caps the District insurance premiums, then the parties agree to mutually agree to open the collective bargaining agreement and engage in contract negotiations with the sole intent to address such changes as passed into law and impacts enforcement of the parties’ current agreement.

This letter of Agreement shall exist through the duration of the current Collective Bargaining Agreement and will expire on June 30, 2026 unless extended by mutual agreement of both parties.

For the District

Amy Kruppe
Amy Kruppe (Jun 20, 2023 09:02 EDT)

Amy Kruppe,

HPS Superintendent

Jun 20, 2023

Date

For the Association

Joan rybinski
Joan rybinski (Jun 19, 2023 23:18 EDT)

Joan Rybinski,

HPPA President

Jun 19, 2023

Date