

MASTER AGREEMENT

between the

**WEST BLOOMFIELD SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**WEST BLOOMFIELD SCHOOL DISTRICT
PARAPROFESSIONALS, MEA/NEA**

JULY 1, 2008 - JUNE 30, 2009

**WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324**

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AGREEMENT

This Agreement is entered into, effective July 1, 2008 by and between the Board of Education of the West Bloomfield School District, hereinafter called the "Employer" and the West Bloomfield Paraprofessionals, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I RECOGNITION

The Employer, being the Board of Education of the West Bloomfield School District, recognizes the West Bloomfield Paraprofessionals, MEA-NEA as the sole and exclusive bargaining representative of all general school paraprofessionals, early options, lunchroom/playground paraprofessionals, head start, Title I tutors, media techs, security paraprofessionals, medical techs, special education paraprofessionals, and bilingual tutors working fifteen (15) hours per week or more (whether working or on leave), employed by the employer, but excluding supervisors, crossing guards, and all other personnel. The employer agrees not to negotiate with or recognize any organization other than the West Bloomfield Paraprofessionals, MEA-NEA for the duration of this Agreement.

Should the Association determine that hours are being manipulated solely to keep bilingual tutors from becoming part of the bargaining unit, the association representatives and the human resources administrator will meet to discuss that issue. If, following that meeting/discussion, the issue has not been resolved, the Association can move forward with nullifying the Agreement to exclude bilingual tutors who work eleven (11) hours or more per week by giving notice to the West Bloomfield Schools administration.

All personnel represented by the West Bloomfield Paraprofessionals, MEA-NEA in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees."

ARTICLE II ASSOCIATION SECURITY AND CHECK-OFF OF DUES

- A. Each employee who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions, shall do so with the understanding the deductions shall continue for the length of this Agreement.

- B. Employees who are not members of the Association at the effective date of this Agreement shall, as a condition of employment, join the Association within thirty (30) days.
- C. Employees who are hired after the effective date of this Agreement shall, as a condition of employment, join the Association within thirty (30) days of their hire date.
- D. Any employee who is not an Association member and does not make application for membership shall, as a condition of employment, pay to the Association an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Board as follows:
 - 1. The employee shall be notified in writing by the Association when he/she is sixty (60) days in arrears in payment of his/her monthly membership dues or monthly service fee. A signed copy of this Association notice to the employee will be sent to the Board.
 - 2. The Association, in its notice, shall notify the employee that unless the requirement set forth in the article is complied with within thirty (30) days, the Association shall request the Board, in writing, to terminate the employee. If the employee does not comply within the thirty (30) day period, the Board will be notified of the employee's non-compliance and request that the employee be discharged immediately. Employees may, at their option, change from the Association membership to service fee status or visa versa at any time.
- E. Employees shall be deemed to be members of the Association within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.
- F. Employees who wish to do so may sign and deliver to the business office of the Board an authorization for deduction of Association dues by the Board.
- G. Beginning with the second pay date in September dues shall be deducted from twenty (20) checks of all such employees and remitted to the Association.
- H. As a condition of the effectiveness of this article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims or suits that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this article.

ARTICLE III **REPRESENTATION**

The Association shall furnish the Employer with the names of the officers, representatives, committee chairpersons and staff representatives of the Association with whom it may be dealing. Until the Employer has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives.

ARTICLE IV
GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by an employee within the unit or the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.
- C. Grievances shall be resolved in the following manner:

Informal

Prior to the initiation of the formal grievance procedure, the employee(s) shall discuss the problem with the immediate supervisor whose action led to the problem. The employee(s) may have a representative of the Association present, if requested. Every effort shall be made to resolve the problem informally. If the matter is not resolved, the employee(s) may file a formal written grievance with the Association.

The parties agree that the informal step should occur as promptly as possible, but shall take place within ten (10) working days immediately following the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which he/she has knowledge of such event or condition.

Formal

Step 1

A grievance submitted to Step 1 shall be presented to the immediate supervisor within the fifteen (15) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the fifteen (15) working days from which he/she has knowledge of such event or condition. A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee(s) and representative(s). The immediate supervisor's written disposition shall be rendered within the next five (5) working days.

Step 2

If the grievance has not been resolved in Step 1, then the Association shall present the grievance in writing to the Superintendent of Schools or his/her designee within the next five (5) working days. The Superintendent of Schools or his designee shall meet with the Association and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 2 disposition shall be rendered within the next five (5) working days.

Step 3

If the grievance is still unresolved, either party may, within thirty (30) working days after the Step 2 disposition, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association and the Employer shall attempt 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 within the next five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The Arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she render any decision which would require an action in violation of the Michigan School Law.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Employees participating in an arbitration hearing shall not be paid wages for any time they are absent from their duties.

- D. The time limits set forth above in Steps 1 through 3 may be extended, in writing, for good cause show or by mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE V DISCHARGE AND DISCIPLINE

- A. No employee shall be discharged, disciplined, demoted, suspended, and/or reduced in compensation without just cause. The Board agrees that should an employee be discharged, suspended, or given a written reprimand, it will promptly notify, in writing, the Association President of such action.
- B. When an employee has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably exists, he/she may request that an Association representative be present as a witness for the employee.
- C. Appeal of a discharge or discipline action will be made through the grievance procedure, beginning at Step 1.
- D. This provision is not applicable to an employee during his/her probationary period.

ARTICLE VI SENIORITY, LAYOFFS, PROMOTIONS AND TRANSFERS

- A. Seniority shall be defined as length of service in the bargaining unit and shall be calculated from the date on which the employee first assumes his/her duties. Probationary employees become seniority employees at the completion of their probationary period and, if laid off, will have recall rights for four (4) years. Seniority will not accrue for the time spent on layoff.

- B. Seniority shall be severed if:
1. The employee quits or retires.
 2. The employee is discharged and the discharge is not reversed through the grievance procedure.
 3. The employee is absent without notice with good cause for three (3) consecutive work days.
 4. If he/she is on layoff for a period of four (4) years.
- C. The employer will provide the Association a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, and classification. Any additions or changes during the year shall be furnished the Association by the employer upon written request. Seniority shall not be affected by sex, race, color, religion, age, marital status, national origin, weight, height, disability, sexual preference, or dependents of the employee.
- D. Probationary Period:
1. The probationary period for paraprofessionals shall be a period of one (1) school year if hired at the start of the school year; otherwise it shall be one (1) calendar year. Notice of discharge shall be given in writing prior to the end of the school year if hired at the start of the school year; otherwise prior to anniversary date of employment.
 2. If the employee is continued in employment beyond the probationary period, his/her seniority shall be established from the last date of hire. In the event of a probationary employee's layoff, he/she shall have recall rights for a period equal to his/her employment in the unit.
 3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary employees may be summarily discharged, except as otherwise provided by law, and such discharge is final and not subject to the grievance procedure.
 4. Benefits shall accumulate as of date of hire and may be used as accumulated. Sick leave accrual and holiday benefits shall begin as of the first day worked. All insurance benefits shall become effective the first day of the month following the twentieth (20th) workday.
- E. Layoffs and Recalls:
1. Should it be necessary to reduce positions, the employer will, to the extent possible, retain higher seniority employees over probationary and lower seniority employees. The procedure to reduce positions will be as follows:
 - a. Any current vacant positions or those which the employer knows will become vacant in the next school year shall be posted internally and filled prior to the beginning of the layoff/displacement/recall process.

- b. The employer will determine the positions to be eliminated. Employees holding these eliminated positions will be considered displaced employees.
 - c. Displaced full time employees shall have the right to assume a position for which they are qualified, which is held by the least senior full time or part-time employee. For the purposes of the article full time is any position that is six (6) hours or more.
 - d. Displaced part-time employees shall have the right to assume a position held by a less senior part-time employee with hours equal to or less than the displaced position for which they are qualified.
 - e. After all the above steps have been completed any employee without a position will be notified of layoff by the employer.
 - f. Prior to notification of employees (both those whose position will be eliminated and those whose position will be vacated) the Association will be notified and given an opportunity to meet with the employer to discuss the issues.
 - g. After all bumping and placement has been completed, employees may agree to switch positions within a building subject to the approval of the building principal, the Assistant Superintendent for Human Resources, and the Association.
 - h. Employees to be laid off will be given at least twenty (20) working days notice of layoff. Copies of layoff notices will be sent to the local Association president on the same day as the notices are issued to the employees. At the same time notices are sent, all bumping shall have been completed.
 - i. When necessary, any ties in seniority shall be broken by lottery. Once broken, the seniority order will be permanent.
2. Any displaced employee may elect voluntary layoff and be eligible to collect unemployment benefits.
 3. Any positions which become vacant while employees are on the recall list will first be posted internally and, if not filled, will be subject to the recall provisions.
 4. Recalls will be in reverse order; that is, a senior laid-off employee will be given priority of work over a less senior laid off employee subject to the ability of the senior employee to do the work. No new employees will be hired while there are laid off employees in the same or higher classification, subject to the ability to do the work.
 5. An employee may refuse recall to a position with fewer hours, shorter work year or lower classification and still remain on the recall list, unless the refusal results in the employer having to hire a new employee to fill the position. An employee who accepts recall to a position with fewer hours, shorter work year or lower classification will be eligible to return to the first vacant position with same hours, work year and classification as held prior to layoff.

6. Notice of recall shall be sent to the employee at his/her last known address, as shown on the employer's records, by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, he/she shall be considered as having quit.
7. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the employer in writing of change of address.
8. The decision of the employer as to the necessity of layoffs and recalls is final and not subject to the grievance procedure if the above procedure is followed.

F. Postings of Jobs

1. All employees in the bargaining unit will be notified of all jobs by posting at least seven (7) work days prior to filling of the position. Such posting shall contain job title, classification, building and pertinent information relating to the position. Postings will be distributed to the Association President and the designated Association representative in each building and all building principals.
2. Employees interested shall apply in writing within the seven (7) work day period. When school is not in session, the President or his/her designee will be sent sufficient copies of the posting at least seven (7) work days prior to the filling of the vacancy. Employees desiring to be considered for the vacancy must make written application to the designated administrative office during this seven (7) day period. All those applying shall be granted an interview and will be notified of the decision regarding the appointment.
3. The position must be filled within fourteen (14) work days of the end of the posting period. Time limits may be altered by mutual agreement of both parties.
4. Summer (AI) positions will be posted to all paraprofessionals. Should the number of paraprofessionals who apply for these positions exceed the number of positions available, the positions will be awarded first to the highest senior paraprofessional applicants working in the AI Program and then to the highest senior paraprofessional applicants subject to their ability to meet the qualifications of the position.

G. Promotions:

1. A promotion to a higher job classification included in the bargaining unit shall be accorded to the individual best qualified as determined by the employer. In case the choice rests between two (2) or more employees who have equal qualifications, seniority shall govern the selection. If no employee in the bargaining unit is qualified, the employer may fill the position by new hire.
2. The employee requesting a promotion to an open job and being granted it will be given a twenty (20) workday trial period. If the employee is unsatisfactory in the new position, or if the employee elects to return within ten (10) workdays, he/she will be returned to the position from which he/she was transferred. In the event the employee is unsatisfactory and is returned to his/her former position, all

persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to their former position or laid off if no position is available.

3. During the trial period, employees will receive the rate of the job they are performing.
4. If additional hours are added in a program, department or building, the hours shall be added in seniority order to the employees who work under six (6) hours per day (excluding bilingual tutors) so as to bring them up to six (6) hours per day. If additional hours result in an increase of more than one (1) hour and over six (6) hours per day, then the excess time will be posted.
5. Newly created positions or other additional hours not covered under Article VI, Section G.4. shall not be combined with existing positions unless the entire job is posted.

H. Transfers:

1. Voluntary

- a. A voluntary transfer shall be defined as a movement within the same or lower classification within the bargaining unit which is vacant.
- b. Employees may request transfers for present and future vacancies by filing same in writing with the Human Resources Administrator. Such requests shall be kept on file for one (1) school year. These requests shall be given consideration as vacancies occur. Requests which were not acted upon must be refilled each September to remain active. An employee whose request was not acted upon may ask for an explanation and shall be given one.
- c. Transfers to a position included in the bargaining unit shall be accorded to the individual best qualified as determined by the employer. In case the choice rests between two (2) or more employees who have equal qualifications as determined by the employer, seniority shall govern the selection. If no employee in the bargaining unit is qualified as determined by the employer, the employer may fill the position by new hire.
- d. The employee requesting a transfer to an open job and being granted it will be given a twenty (20) workday trial period. If the employee is unsatisfactory in the new position, or if the employee elects to return within ten (10) workdays, he/she will be returned to the position from which he/she was transferred. In the event the employee is unsatisfactory and is returned to his/her former position, all persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to their former position or laid off if no position is available.

2. Involuntary:

- a. An involuntary transfer shall be defined as a movement within the same classification which is vacant.

- b. The employer may make all transfers of employees which it deems necessary, provided:
 - 1. Written notice of transfer is given to the employee(s) affected.
 - 2. Reasons for transfer in writing are given if requested by the employee(s) involved.
 - 3. Opportunity to meet with the Superintendent via the Human Resources Administrator be given to discuss the transfer.
- c. The employee transferred to an open job will be given a four (4) week trial period. If the employee is unsatisfactory in the new position, he/she will be returned to the position from which he/she was transferred. In the event the employee is unsatisfactory and is returned to his/her former position, all persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to his/her former position or laid off if no position is available.
- d. Decisions of the employer on transfers and the necessity therefore is final and not subject to the grievance procedure if the above procedure is followed.

ARTICLE VII
WORKING HOURS

- A. Hours of work shall be determined by the employer, provided any employee whose hours are cut prior to or during the school year by more than one (1) hour or by loss of insurance shall be able to use their seniority to bump another employee with more hours if they so choose, subject to the limitations of Article VI of the layoff provisions.
- B. Unless notified to the contrary, paraprofessionals will be assigned to the same building and same number of hours as were assigned in the previous school year. Any change in assignment or hours will be communicated to the paraprofessional at least five (5) days prior to the beginning of the school year.
- C. All district paraprofessionals will work according to the following schedule:

Media Techs	193 Days	Teacher calendar 182 + 6 opt. Days + 5 additional days
Computer Techs	193 Days	Teacher calendar 182 + 6 opt. days + 5 additional days
Title I Tutors	188 Days	Teacher calendar 182 + 6 opt. Days
Special Education Paraprofessionals	188 Days	Teacher calendar 182 + 6 opt. Days
Security Paraprofessionals	188 Days	Teacher calendar 182 + 6 opt. Days
General School, Early Options, Head Start Paraprofessionals	188 Days	Teacher calendar 182 + 6 opt. Days

*If the 2008-09 teacher's calendar is modified to reflect an addition or reduction in student or staff days, the paraprofessional work schedule will be modified accordingly.

Bilingual Tutors: The bilingual tutors' work year and the hours shall be dependent on the student assignment. Whenever practicable, they will be scheduled to work the same as the students' calendar.

There shall be three full days of in-service per year, scheduled on August 27, 2008, November 13, 2008 (secondary), December 11, 2008 (elementary), and March 10, 2009. On these in-service days, principals will not require paraprofessionals to use accumulated compensatory time and, to the extent possible, will not schedule other activities for paraprofessionals which conflict with the in-service.

Excluding the bilingual tutors, every paraprofessional will have the option to work and be paid for 188 days (193 for media and computer techs). By August 18, each paraprofessional will indicate in writing whether he/she wishes to work and be paid for six (6) days. The days cannot be split, either all must be worked or none. The dates of the six (6) days will be provided to the paraprofessionals by the administration at least one week prior to August 18.

- D. Any paraprofessional who is required to attend parent-teacher conferences will be compensated for the time at his/her hourly rate (or overtime rate if such hours bring his/her total work week to over forty [40] hours).
- E. Employees shall be scheduled a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. If the employee is not able to take their scheduled break(s), the break time will be rescheduled. It shall not be feasible to leave an assignment with children for break purposes.
- F. Employees shall be scheduled for a thirty (30) minute unpaid duty-free lunch period if they work more than four (4) hours per day. Should an employee be called to duty during a lunch period, they will be allowed to complete their lunch period immediately following the interruption.
- G. Overtime will be paid at the rate of time-and-one-half (1-1/2) for work, including attendance at required classes, over forty (40) hours per week.
- H. The Board will provide substitutes for employees when an employee's absence from work will be ten (10) or more consecutive work days. A substitute will be placed as soon as the Board is notified that the absence will justify a substitute and providing a suitable substitute is available.
- I. Paraprofessionals work under the direction of administrators or classroom teachers. When a paraprofessional substitutes for a regularly assigned teacher as a result of the unavailability of a substitute teacher, he/she shall receive either his/her regular rate of pay or the substitute teacher pay for the day or portion thereof, whichever is higher. He/she shall be released from all his/her paraprofessional duties for that time which he/she substitutes for a teacher. If the paraprofessional does additional work beyond that normally performed by a substitute teacher (i.e. cafeteria duty, recess, etc.), he/she shall be paid at his/her regular paraprofessional rate for one (1) hour.

Substitute teacher pay shall begin after two (2) hours and be retroactive to the beginning of the substituting.

When a paraprofessional substitutes for a secretary for one-half (1/2) day or more, he/she shall receive either his/her regular rate of pay or the substitute secretary pay, whichever is higher, and be relieved from all paraprofessional duties for the day or portion thereof except he/she may handle cafeteria duty and/or playground duty.

- J. Each paraprofessional designated as the computer paraprofessional and each Title I Tutor assigned to work at least thirty (30) hours per week shall be provided one (1) hour per week in addition to the normal schedule for an unassigned period.

When paraprofessionals are required to prepare or adapt materials for student use, attempts will be made to schedule the time during the workday. If this is not possible, the building principal or designee may authorize additional time for such purpose.

- K. Compensatory time will be handled in the following manner:
1. All time must be pre-approved by the immediate supervisor.
 2. Accumulated compensatory time will be reviewed by the paraprofessional and the supervisor at the end of each semester.
 3. It is the intent of both parties that all compensatory time is to be used up prior to the end of the school year.
 4. If problems arise regarding the use/accumulation of compensatory time, the affected parties, the Association representative and the Human Resource Administrator will meet to review and resolve the matter.

ARTICLE VIII **MEDICAL TECHS**

- A. The parties agree to the addition of a medical tech classification, Classification 45. Medical techs perform duties such as catheterization, suctioning of tracheotomies, or other medical procedures requiring specific training. The wage schedule for Classification 45 will be as set forth in Schedule A attached hereto.
- B. The posting for the medical tech shall be in accordance with Article VI, Section F.1. Information regarding specific job duties shall be provided to interested potential applicants during the posting period. There shall be no involuntary transfer of bargaining unit members to a medical tech position.
- C. The Board shall provide all training necessary to perform the specific medical tech procedures. Such training will be given by a qualified health care professional. The paraprofessional shall be paid at his/her regular hourly rate for all time spent in training.
- D. The normal work year for a medical tech shall be the student calendar, but may be adjusted or reduced for scheduled student absence for more than three (3) consecutive days. If the employee qualified for Board-paid fringe benefits, those benefits shall be maintained unless the position is eliminated or the student does not return within thirty (30) calendar days. In such cases, the medical tech would be eligible to bump under the provisions of Article VII, Section A., and Article VI. This section applies to only those paraprofessionals who work as one-on-one medical techs as their entire assignment.
- E. If the medical tech volunteers to provide a medical procedure for an additional student, the medical tech will receive additional pay in the amount of one (1) hour per day per child.
- F. In situations where the medical tech duties do not require a separate position, currently employed paraprofessionals may be assigned the duties, subject to the following:
1. Each medical tech situation will be evaluated, posted and considered separately.

2. Qualified applicants from within the bargaining unit will be considered first.
3. The administration will consider all possible options including, but not limited to, flexible scheduling, job trading, job sharing, etc.
4. If the administration determines that no one within the bargaining unit is qualified, or no one applies from within the unit or schedules are unfeasible, then the administration will attempt to fill the position with a current employee.

If, after all the above alternatives are exhausted, the duties remain unassigned, the administration may assign the duties to a member of the bargaining unit. However, no one can be involuntarily assigned to more than one (1) child. Such assignments will be made within the building to the lowest senior paraprofessional in Classifications 41, 42, 43, or 44.

- G. The currently employed paraprofessional who assumes medical tech duties (either voluntarily or involuntarily) shall be paid at the medical tech rate of pay for all hours worked.
- H. In the event a paraprofessional serves as a back-up person and the initial provider is absent, the employee will be compensated at the medical tech rate for hours assigned to the absent medical tech.
- I. When a medical tech is absent and a currently employed paraprofessional is the back-up, the Board will hire a substitute for the paraprofessional back-up from the first day of absence.
- J. All paraprofessionals volunteering to act as back-up for the medical tech procedure will be trained as outlined in C. above.
- K. A paraprofessional may request, for good cause shown, an adult witness when performing a medical tech procedure.

ARTICLE IX
INCLEMENT WEATHER AND BUILDING FAILURE

- A. When students are dismissed because of building failures, paraprofessionals will be permitted to leave. Paraprofessionals shall not be required to report back until students are required to report. No paraprofessional will suffer loss of pay or leave time as a result of building failure unless the district is required to make up such days. Make up of such days will be governed by Section B of this article.
- B. Scheduled days of work that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities, may be rescheduled by the school district.

Paraprofessionals shall not report on these days and shall not be paid after the fifth cancelled day. If the district decides that the days be made up, paraprofessionals will be expected to work and will be paid for such make-up days. However, no paraprofessional shall be paid for fewer days than he/she was originally scheduled to work.

If the law is changed so as not to require make-up, paraprofessionals will be paid for days when school is closed due to the above reasons.

- C. Should the current law require make-up of days cancelled due to conditions not within the control of school authorities be amended, repealed or changed so as not to require the make-up of these days, then Section B of this article will be null and void and replaced by the following:

When school is cancelled by the Superintendent because of conditions not within the control of school authorities, paraprofessionals are not required to report. Notification will be by telephone or by announcement on major radio stations. No paraprofessional will suffer loss of pay or leave time as a result of school cancellation.

ARTICLE X **MISCELLANEOUS**

- A. No paraprofessional shall be expected or required to transport students to or from school in his/her private car.
- B. Employees may sign and deliver to the board office an authorization to deduct a specific sum payable to the Birmingham Teachers Credit Union, said sum to be paid regularly thereafter.
- C. It is recognized that several cooperative work-study programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees.
- D. A substitute is someone filling a present position for a current bargaining unit member. A substitute may only be employed for a specific period of time and in no event for more than one (1) school year. Substitutes will not be members of the bargaining unit and will not be covered by this Agreement.
- E. When the Board makes application for any state or federally subsidized program, the Association will cooperate in the application and operation of the program. All such employees who would do bargaining unit work shall become part of the bargaining unit.
- F. In compliance with Act 290 of P.A. of 1966, as amended, the Board shall require evidence of freedom from communicable tuberculosis as a condition of entering and maintaining employment if so required. Evidence shall be a report of a negative tuberculin skin test or chest x-ray showing no evidence of active tuberculosis. The cost of the tuberculin skin test, which must be taken at the Oakland County Health Department, shall be borne by the Board. However, if the employee furnishes evidence that he/she is allergic to the skin test or the medical need for an x-ray, the Board shall pay the cost of a chest x-ray, not to exceed that charged by the Oakland County Health Department.
- G. Any employee who enters into active service of the Armed Forces of the United States, upon the termination of such honorable service, shall be offered reemployment in his/her

previous position or a position of like seniority, status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so.

- H. Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.
- I. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Association does not agree that the rate is proper for the description, the Association shall have the right to negotiate the rate as provided under Act 379, as amended.
- J. Employees shall be notified of summer employment opportunities within the district through a general posting and be given consideration for such employment. The Board's decision on summer employment will be final and non-grievable.
- K. The Board shall provide a total of forty-five (45) hours paid leave per year to be used by the Association for Association business. The President of the Association shall notify the human resources office and the affected principal(s) at least two (2) school days in advance. In emergency situations, leave time may be granted on shorter notice.
- L. The district, in coordination with the Association, will develop in-service programs for the paraprofessional staff through the Office of Human Resources. A committee will be formed which will include members of the paraprofessionals' unit to help generate ideas for the types of in-service to be developed and provided within the district. Such in-service may be for all paraprofessionals or for certain groups of paraprofessionals (i.e. media technicians, security paraprofessionals or individuals). First aid training and CPR will be provided a minimum of every other year for all paraprofessionals. Non-violent crisis intervention training (CPI) shall be made available to all paraprofessionals yearly.
- M. Except in cases of emergency, there shall be no fewer than two (2) adults scheduled to supervise the playground and the lunchroom at a time.

Paraprofessionals will be provided with an electronic communication device (cellular phones, cordless phones, walkie talkies, etc.) whenever they are supervising students on the playground.
- N. Temporary positions (those positions created for a period of sixty [60] calendar days or less) are not considered part of the bargaining unit and employees in these positions are not entitled to seniority, sick leave or other benefits. Any position continuing for more than sixty (60) calendar days shall be considered a bargaining unit position and will be posted unless, due to unusual circumstances, both parties mutually agree to extend the temporary position.
- O. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
 - 1. All requests must be made in, or reduced to, writing and forwarded to the Office of Human Resources and include the name, address and phone number of the person making the request. Should the request be made by an organization, it

must include the name of the organization, address, phone number and a list of officers.

2. To be honored, all requests must identify the specific public record wanted.
 3. Once a FOIA request is received by the Office of Human Resources, the involved bargaining unit member(s) and the Association President shall be notified immediately and provided with a copy of the FOIA request.
 4. As soon as possible, the district will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested.
 5. The District shall notify the requesting party that timelines for disclosure will be extended for ten (10) additional workdays unless the meeting with the employee, reviewing of the file and preparation of disclosed material can be accomplished in five (5) weekdays.
 6. The District shall attempt to honor all exemptions regarding production of documents as identified in FOIA to the extent that they apply.
 7. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four years old may not be released to third parties.
 8. Records relating to unsubstantiated complaints against an employee and/or investigatory records into an employee's conduct, where disciplinary action is not taken, shall not be released to third parties.
 9. On any document that may be released under a FOIA request, exempt material will be redacted if identified and if such action does not violate FOIA requirements.
- P. In all cases when a paraprofessional is required to toilet a child, including diapering, another adult must be present for the entire procedure.
- Q. Paraprofessionals who are assigned to work with a student who has identified special needs will be provided information regarding those special needs. In addition, if deemed to be appropriate by the IEP committee, the paraprofessional will be provided access to the student's IEP information.

ARTICLE XI **INSURANCE**

- A. The Board shall provide, without cost to the paraprofessional, one of the following plans to each paraprofessional who works six (6) hours per day, five (5) days per week and ten (10) months per year:

HEALTH: MESSA Choices - \$10/\$20 Drug Card

- DENTAL:** SET Ultra Dent 80/80/60 dental plan coverage (50/50/50) for those with dental coverage through another source with a One Thousand Five Hundred (\$1500) maximum annual benefit per person, including the 10% incentive rider and orthodonture coverage up to a One Thousand Dollar (\$1000) lifetime maximum.
- VISION:** SET Ultra Vision plan coverage
- LIFE:** \$20,000 life insurance plan including Accidental Death and Dismemberment and the Accelerated Death Benefit rider.
- CASH:** Paraprofessionals eligible to enroll in the health plan and who elect to not enroll shall be provided with additional cash compensation in the amount of One Hundred Ten Dollars (\$110.00) per month.

Effective January 1, 2009 the \$10 office visit rider will be added to the MESSA plan.

HAP OPTION – \$10/\$20 Drug Card

If a member transfers to the HAP Program, they will receive a percentage of the calendar cost savings generated by the transfer. This incentive will be paid to the employee per the following:

1. Payment will be for the first year only and will be included in the first payroll check for the month of December. Year 1 = 60% of savings; Year 2 = 40% of savings; Year 3 = 25% of savings.
2. The employee is expected to remain in the HAP Program for a three (3) year period.
3. If circumstances arise which would generate the need for the employee to transfer back to the previous program, approval must be obtained from the Human Resources Administrator.

B. For paraprofessionals working 19 to 29 hours per week, the insurance coverage will be:

1. Board-paid life insurance plan of \$20,000 including accidental death/dismemberment and the accelerated Death Benefit rider.
2. The Board shall provide one-half (1/2) the full premium for the MESSA Choices health plan coverage or Health Alliance Plan for those paraprofessionals who elect such coverage.
3. The Board shall provide one-half (1/2) the full premium for SET Ultra Dent dental plan coverage as described above for those paraprofessionals who elect such coverage.
4. The Board shall provide one-half (1/2) the full premium for SET Ultra Vision vision plan coverage for those paraprofessionals who elect such coverage.
5. If the paraprofessional does not elect health insurance coverage, the Board shall provide additional salary in the amount of one-half (1/2) that which a full-time employee receives.

C. There shall be no double coverage on health insurance; however, dental and vision insurance shall have both internal and external coordination of benefits.

D. The provisions of the group policies purchased by the Board and the rules and regulations of the Section 125 Plan Document developed by the Board will govern as to the commencement and duration of benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this agreement, shall not be subject to the grievance procedure.

It is the responsibility of the employee to make application for any insurance benefits and to keep all such records current.

E. Paraprofessionals may participate in tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction.

The decision to participate with any company is the employee's alone and neither the employer nor union shall be liable for monies invested.

F. Employees who are laid off shall have health insurance benefits provided for a thirty (30) day period after the effective date of the layoff.

An employee must be working or on paid leave of absence to be eligible for the insurance plans described in this contract. The Board will provide coverage through the end of the month for employees on unpaid leave.

G. A Dependent Care Program option will be made available to bargaining unit members. Bargaining unit members may enroll in the plan during the month of November for the next tax year.

The plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

An Uninsured Health Care Program option will be made available to bargaining unit members. Bargaining unit members may enroll in the plan during the month of November for the next tax year.

The plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

H. Hospital-surgical-medical benefits may be extended to same-sex domestic partners per the criteria and requirements outlined in Appendix D.

ARTICLE XII **PAID LEAVES**

A. Sick Leaves

Employees absent from duty as a result of personal illness or other reasons set forth in the article shall be allowed sick leave as follows:

1. All employees regularly scheduled to work five (5) days per week shall accumulate .70 days per bi-weekly pay period.

All employees working eleven (11) or more hours per week, but less than five (5) days per week, will receive prorated sick days according to the following schedule:

4 days per week:	4/5 of .70	= .56 per pay period
3 days per week:	3/5 of .70	= .42 per pay period
2 days per week:	2/5 of .70	= .28 per pay period
1 day per week:	1/5 of .70	= .14 per pay period

2. These days shall be used exclusively for the purpose of employee illness or serious illness in the immediate family (father, mother, husband, wife, sister, brother, child or any dependent living in the same household).
3. The balance of those days not used during the current year shall be accumulated into a reserve bank. Sick leave days in the bank shall accumulate to a maximum of one hundred eighty (180) days.
4. If, in the judgment of the Association, an emergency is created by the illness of one of its members, each member of the unit may be allowed to donate up to ten (10) of his/her accumulated sick days to the employee who is ill. Such days will be paid out to the employee by deducting one day per employee donating and then rotating until all days are used. Donation of these days is strictly voluntary. The rate of pay to the ill employee will be that which he/she would normally be receiving were he/she able to be on the job. Employees must serve a five (5) day waiting period without pay prior to receiving any days.
5. Any accumulated sick leave beyond the one hundred eighty (180) days paid out when an employee terminates employment shall be held by the district for the Association to distribute as outlined in Section 4 above.

B. Special Leave:

1. Annually, three (3) of the sick leave days accumulated above may be used for special leave. Absence must be approved by the immediate supervisor and by the central office Human Resources Administrator prior to the leave day being taken. Except in unusual circumstances, approval must be secured in advance. Ordinarily, special leave days will not be approved for the day before or the day after a vacation.
2. Additional special leave days, up to a maximum of three (3) days, may be granted with approval as above. These days will be unpaid or may be made up with compensatory time upon prior approval.

C. Funeral Leave:

In the event of a death in the immediate family (spouse, or child[ren]), the employee shall be granted funeral leave of up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death in the immediate family (parent, mother/father-in-law, brother, sister, grandparents, grandchildren, brother/sister-in-law or any person living in the employee's household), the employee shall be granted funeral

leave not to exceed three (3) days. Such leave shall not be deducted from the sick leave accumulation. Additional days may be granted as special leave with approval; however, these days are deductible from the employee's sick leave accumulation.

D. Worker's Compensation Leave:

Any employee on leave by reason of disability compensable under the Michigan Worker's Compensation Act will be paid as follows:

1. If the employee is absent by reason of such disability for less than two (2) weeks, the Board will pay the employee's regular salary during the first week, not chargeable to the employee's accumulated sick leave, and during the second week will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.
2. If the employee is absent by reason of such disability for two (2) weeks or more, the Board will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, chargeable to the employee's accumulated sick leave pro rata.
3. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability and any amounts paid chargeable to sick leave shall not exceed the employee's accumulated sick leave time.
4. The Board and the Association agree that, should the rules regarding the payment/recording of worker's compensation benefits change, the contract provisions dealing with worker's compensation will be modified to comply with the law.

E. Maternity Leave:

Any employee who becomes pregnant may use her accumulated sick days for her period of confinement. The employee must report for work when her physician determines she is able to perform her duties if she does not request an unpaid leave.

F. Disability Leave:

Any employee who becomes temporarily disabled must notify, in writing, the Human Resources Office and his/her immediate supervisor no later than seven (7) days after medical confirmation of such disability. If the employee is able to work, a physician's statement will be required setting forth the employee's well being and ability to perform all the employee's normal and regular job duties and functions. Before returning to work, the employee must be certified by his/her physician as ready and able to return to a full work assignment. If there is a difference of medical opinion regarding the disability, ability to work or ability to return to work, it shall be referred to a physician mutually agreeable to the parties for his/her opinion which shall be final and accepted by the parties and the employee involved. The fee of the physician selected by the parties shall be borne by the Board.

G. Jury Duty:

Employees who are summoned for jury duty examination and investigation must notify the Superintendent or his/her designee within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such employee would otherwise have earned by working that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his/her leave days. To be eligible for the jury duty pay differential, the employee must furnish the business office with a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

H. Attendance Incentive:

Employees who have perfect attendance (no absences) from July 1 to June 30 shall receive attendance incentive pay of Two Hundred Dollars (\$200.00). Employees with no more than one (1) absence will receive an incentive of One Hundred Dollars (\$100.00). All absences are cumulative and include time off without pay (00), illness (01), and personal business (02). Employees must be hired no later than October 1 to be eligible for this incentive.

ARTICLE XIII
UNPAID LEAVES

A. Personal, Professional:

Leave of absence, without pay, for good cause shown, may be granted for a period of one (1) year for personal or professional reasons. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Requests for unpaid leaves must be made no later than thirty (30) days prior to the beginning of the leave.

B. Health Leave:

A leave of absence without pay shall be granted for a period of one (1) year for an employee unable to work for health reasons. A second year of leave may be granted. Salary credit will not be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Seniority will continue to accrue.

C. Military Leave:

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one [1] enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee enlists, or the period covered by the original induction orders if the employee is drafted.

D. Association Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit.

E. Public Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when he/she left. A person on this leave will receive no benefits except he/she will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit. This leave will be for a minimum of one (1) semester and must commence at the beginning of a semester.

F. Upon termination of an unpaid leave of absence, the employee shall be reinstated to a position in his/her same classification, consistent with his/her seniority rights. Should the employee be unable to return to work due to lack of seniority or lack of vacancies, he/she shall be considered laid off.

G. Family and Medical Leave:

After a full year (at least 1250 hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason or the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer

than twelve (12) weeks, the employee will return under the conditions stated in Section F of this article.

ARTICLE XIV
SEVERANCE PAY

- A. Upon separation from the district and completion of five (5) years of employment, the employee shall be paid for a maximum of one hundred eighty (180) accumulated unused sick days.

Upon separation from the District and completion of five (5) years of employment, employees shall be paid for all accumulated unused sick days at the rate of \$40.00 per day.

- B. Upon retirement from the school district, employees who are eligible for MPERS benefits under the regular or early retirement plans (excluding deferred retirement and disability retirement) will be paid Fifty Dollars (\$50.00) for each unused sick day up to a maximum of 180 days. Such funds will be deposited by the district into one of the 403(b) plans offered by the district. The employee shall select the plan.

ARTICLE XV
HOLIDAYS/VACATION

- A. Paid holidays will be granted to all employees as follows provided the employee works his/her scheduled hours, if any, on the working day previous to, and the working day following, the holiday:

Labor Day*
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
July 4 **

(Recognized as a paid holiday provided the work year starts before Labor Day)

** (For regularly scheduled twelve month employees only)

If an additional holiday is afforded to the teachers and other negotiating groups within the district, this bargaining unit would have the holiday as well.

- B. Holiday pay and vacation pay will be based on the employee's normal hourly rate and regular work day (not to exceed eight (8) hours) immediately prior to the holiday.
- C. Employees shall earn vacation days in accordance with the following schedule:

Beginning of the fifth (5 th) year through the completion of the sixth (6 th) year:	5
Beginning of the seventh (7 th) year through the completion of the ninth (9 th) year:	6
Beginning of the tenth (10 th) year through the completion of the fourteenth (14 th) year:	11
Beginning of the fifteenth (15 th) year and beyond:	16

Each eligible paraprofessional shall be placed on a vacation step. If an employee is hired prior to February 1, he/she will advance in step as of July 1 each year. If an employee is hired after February 1, he/she shall not advance in step until July 1 of the following year.

Vacation days will be taken on days when employees are not scheduled to work. Vacation days may be taken on days when students are not in attendance (excluding in-service days) with the supervisor's approval. Any days not used by the end of the year will be paid off prior to June 30.

ARTICLE XVI
RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself of all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including, but without limiting the generality of, the foregoing, the rights:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation and the institution of new and/or improved methods, but not in conflict with the provisions of this Agreement.
 5. Determine the number and location or relocation of its facilities, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 6. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

7. Determine the financial policies, including all accounting procedure and all matters pertaining to public relations.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution of the State of Michigan.

ARTICLE XVII
NO STRIKE/NO LOCKOUT

- A. The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965 (to-wit: "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.").
- B. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE XVIII
WAIVER AND SUPPLEMENTAL AGREEMENTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

All supplemental agreements shall be subject to the approval of the Board and the Association. Such agreements must be ratified by both parties.

ARTICLE XIX
CONFORMITY TO LAW

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 board, the Association, and employees in the bargaining unit, and in the event that any provision 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 provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XX
WAGES

- A. Wages for the duration of this Agreement will be as set forth in Schedule A attached hereto. All monies earned will be remitted by direct deposit only.
- B. Job classifications will be as set forth in Appendix A attached hereto.
- C. Schedule A and Appendix A shall be incorporated into and made a part of this Agreement.
- D. Those paraprofessionals who are the computer techs in their building shall be paid a stipend of One Thousand Dollars Two Hundred Fifty Dollars (\$1,250.00) yearly except at Gretchko Elementary School where the stipend will be Seven Hundred Fifty Dollars (\$750.00).

ARTICLE XXI
EVALUATION

- A. The parties agree that the timely evaluation of the work performance of employees is a valuable and necessary activity for both the employee and employer. The purpose of evaluation is to provide information to the employee regarding job performance and employment status. The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of paraprofessionals.
- B. Paraprofessionals shall be evaluated only by administrative personnel (principals, assistant principals or district administrative supervisors). For media techs, special education paraprofessionals, bilingual tutors and Title I tutors, the media consultant, special education teacher, District ESL Coordinator and Title I teacher may become directly involved in the evaluation process. This could include written anecdotal reports of activities in which the paraprofessional participated and the effectiveness with which the paraprofessional handled those activities. Whenever a paraprofessional is noted to be performing unsatisfactorily in particular area(s), either by the teacher or evaluator, the paraprofessional will be informed of these areas that need improvement within five (5) working days after the observation was noted or at a post-evaluation conference if the unsatisfactory performance was noted at an evaluation observation.
- C. Probationary paraprofessionals shall be evaluated a minimum of twice during the probationary period, once during the first semester and once during the second semester. In cases where the paraprofessional is hired after the beginning of the school

year, the first evaluation will be done within the first six (6) months of employment and the second six (6) months of employment.

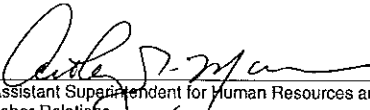
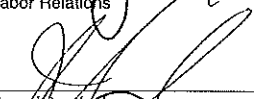
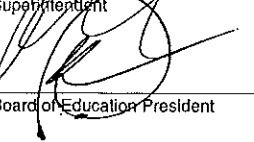
- D. The parties agree that the evaluation of paraprofessionals will be based on observation of the paraprofessional's work performance. Such observation may take place at any time during the paraprofessional's scheduled work hours. However, whenever a paraprofessional is observed and the work performance is not satisfactory, the administrator will bring this to the paraprofessional's attention in writing within five (5) school days.
- E. The administration shall hold an evaluation conference with each paraprofessional prior to May 25 of each school year. The evaluation form (Schedule B) shall be completed and submitted at this conference.
- F. Should the evaluator note any area needing improvement, he/she shall prepare and submit a plan of improvement to the paraprofessional. The plan shall:
 - 1. Identify specifically the areas that need improvement.
 - 2. Provide the paraprofessional with specific, appropriate recommendations for improvement which are measurable and observable.
 - 3. Develop a fair and workable timeline for such improvement. The timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
 - 4. Provide definite positive assistance (during the school day) to implement the recommendations.
- G. If the paraprofessional does not agree with the evaluation, he/she may submit a letter of dissent within ten (10) school days of the evaluation conference. In this event, such a letter shall be placed in the paraprofessional's personnel file in the Human Resources Office.
- H. Any complaint lodged against a paraprofessional judged by a supervisor to have substance shall be brought to the attention of the paraprofessional within five (5) school days of receipt in a personal conference. Such complaints shall be put in writing along with the name(s) of the complainant(s), and any administrative action taken. The supervisor shall offer the paraprofessional an opportunity to meet with the complainant. The paraprofessional may submit a written reply regarding the complaint and the same shall be attached to the file copy of the complaint. No complaint shall become a part of the evaluation or placed in any file unless it is serious in nature or regularly occurring.
- I. In the event a non-probationary paraprofessional is not recommended for continued employment, the administration shall advise the paraprofessional by May 15 that his/her work is unsatisfactory, inform him/her of the reasons thereof, said reasons to be consistent with the evaluation report (Schedule B) and this article.
- J. The absence of an evaluation will mean the paraprofessional has performed satisfactorily.

ARTICLE XXII
DURATION

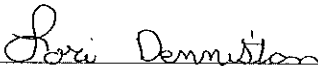
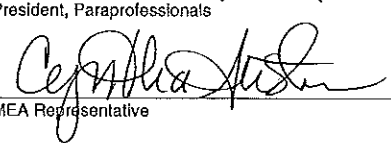
This Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until 11:59 p.m., June 30, 2009. At any time subsequent to April 1, 2009 either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification provided, however, that nothing in this paragraph, or elsewhere in this Agreement, shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of, or support or assistance to, the Association.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:

 _____ Assistant Superintendent for Human Resources and Labor Relations	_____ Date 10/17/08
 _____ Superintendent	_____ Date 10/17/08
 _____ Board of Education President	_____ Date 10/16/08

WEST BLOOMFIELD PARAPROFESSIONALS, MEA/NEA:

 _____ President, Paraprofessionals	_____ Date 10/17/08
 _____ MEA Representative	_____ Date 10/17/08

APPENDIX A

A. All increments will be effective July 1. Any employee hired prior to February 1 of any given year will move up on the salary schedule for one (1) full step beginning July 1 of the following year provided:

1. The employee has not been on a leave which does not allow accumulation of seniority.
2. The employee is not at the top step.

Any employee hired after February 1 of any given year shall remain on the same salary step for the following fiscal year (July 1 to June 30).

B. Upon review of the supervisor and approval of the Human Resources Administrator, any new employee may be given up to three (3) years experience credit. Further, with the approval of the Superintendent, the new employee may be placed anywhere on the schedule provided that documentation of experience is available for inspection by the Association.

C. Paraprofessional positions are identified by the following classifications:

Classification 41:	General School Paraprofessionals Bilingual Paraprofessionals Early Options Paraprofessionals Head Start Paraprofessionals Lunchroom/Playground Paraprofessionals
Classification 42:	Security Paraprofessionals
Classification 43:	Special Education Paraprofessionals
Classification 44:	Special Education Paraprofessionals in: <ul style="list-style-type: none">• Center-based AI Programs• Self-contained PPI Programs• Self-contained TMI Programs• STEPS Programs
Classification 45:	Medical Techs
Classification 46:	Media Techs
Classification 47:	Title I Tutors

SCHEDULE A

**2008-2009 SCHOOL YEAR
FREEZE ON STEPS AND SALARY
CLASSIFICATIONS**

STEP	41	41-A	42	43	44	45	46	47
1	9.42	9.42	9.85	10.69	11.15	12.00	12.21	12.26
2	9.99	9.99	10.38	11.21	11.69	12.53	12.75	12.80
3	10.55	10.55	10.93	11.73	12.21	13.02	13.26	13.31
4	11.10	11.10	11.42	12.27	12.77	13.59	13.77	13.82
5	11.68	11.68	11.97	12.81	13.27	14.09	14.33	14.38
6	12.25	12.25	12.48	13.32	13.78	14.64	14.86	14.91
7	13.78	13.78	14.19	15.16	15.65	16.35	16.78	16.84
Longevity								
10	14.31	14.31	14.70	15.68	16.17	16.86	17.30	17.52
15	14.59	14.59	15.00	15.96	16.44	17.15	17.58	17.79
20	14.86	14.86	15.26	16.23	16.71	17.42	17.84	18.06

* The longevity rate is achieved at the beginning of the tenth (10th), fifteenth (15th) and twentieth (20th) year of service as a Paraprofessional with the West Bloomfield School District.

- Classification 41: General School Paraprofessionals
Bilingual Paraprofessionals
Early Options Paraprofessionals
Head Start Paraprofessionals
Lunchroom/Playground Paraprofessionals
- Classification 41-A: Technology Paraprofessionals
- Classification 42: Security Paraprofessionals
- Classification 43: Special Education Paraprofessionals
- Classification 44: Special Education Paraprofessionals In:
 - Center-based AI Programs
 - Self-contained PPI Programs
 - Self-contained TMI Programs
 - STEPS Program
- Classification 45: Medical Techs
- Classification 46: Media Techs
- Classification 47: Title I Tutors

**SCHEDULE B
PARAPROFESSIONAL EVALUATION
WEST BLOOMFIELD SCHOOL DISTRICT**

NAME: _____ POSITION: _____

SOC. SEC. NO: _____ LOCATION: _____

YEARS OF SERVICE: _____ PROBATIONARY: _____ NON-PROBATIONARY: _____

S = Satisfactory
U = Unsatisfactory
NA = Not Applicable

AREAS OF EVALUATION	RATINGS			COMMENTS
	S	U	NA	
1. Working with children	_____	_____	_____	_____
2. Following directions	_____	_____	_____	_____
3. Written communication	_____	_____	_____	_____
4. Oral communication	_____	_____	_____	_____
5. Typing	_____	_____	_____	_____
6. Telephone manner	_____	_____	_____	_____
7. Attendance	_____	_____	_____	_____
8. Punctuality	_____	_____	_____	_____
9. Reliability	_____	_____	_____	_____
10. Cooperation	_____	_____	_____	_____
11. Tactfulness	_____	_____	_____	_____
12. Initiative	_____	_____	_____	_____
13. Flexibility	_____	_____	_____	_____
14. Relationships with adults	_____	_____	_____	_____
15. Courteousness	_____	_____	_____	_____
16. Handling confidential material	_____	_____	_____	_____
17. Dresses appropriately for job	_____	_____	_____	_____

COMMENTS: _____

EVALUATOR'S OVERALL OBSERVATION OF EMPLOYEE: ABOVE AVERAGE
 SATISFACTORY
 UNSATISFACTORY

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

White Copy: Human Resources
 Yellow Copy: Supervisor
 Pink Copy: Employee

**SCHEDULE B
ESL/BILINGUAL PARAPROFESSIONAL EVALUATION
WEST BLOOMFIELD SCHOOL DISTRICT**

NAME: _____ POSITION: _____

SOC. SEC. # _____ LOCATION: _____

YEARS OF SERVICE: _____ PROBATIONARY: _____ NON-PROBATIONARY: _____

EVALUATION SCALE: S = Satisfactory
 U = Unsatisfactory
 NA = Not Applicable

AREAS OF EVALUATION	RATINGS			COMMENTS
	S	U	NA	
1. Working with children				
2. Following teacher's directions				
3. Communication skills				
4. Attendance/Punctuality				
5. Attendance at ESL district meetings				
6. Reliability				
7. Cooperation				
8. Attitude				
9. Initiative				
10. Flexibility				
11. Relationships with adults				
12. Courteousness				
13. Handling confidential material				
14. Dresses appropriately for job				
15. Participation in building meetings				
16. Willingness to grow/develop professionally				

COMMENTS: _____

EVALUATOR'S OVERALL OBSERVATION OF EMPLOYEE: ABOVE AVERAGE
 SATISFACTORY
 UNSATISFACTORY

Principal's Signature _____ Date _____ Employee's Signature _____ Date _____

Copies: Personnel File
 Principal
 ESL Coordinator
 Employee

Grievance No. _____
Date of Filing _____

APPENDIX C
WEST BLOOMFIELD SCHOOLS
WEST BLOOMFIELD PARAPROFESSIONALS - MEA/NEA

GRIEVANCE REPORT

Name of Aggrieved _____ Department _____ Building _____ Classification _____

GRIEVANCE

Date of Alleged Violation: _____

- (1) Violation of Agreement: Article _____ Page _____
- (2) Disciplinary Action: _____
- Fill in (1) above or check (2)

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Grievant Date

PROCESSING OF GRIEVANCE:

Step 1: Immediate Supervisor

Date filed at Step 1: _____
(Must be filed within 15 working days after
alleged act or condition leading to grievance)

Date received by Supervisor: _____

Step 1 Meeting scheduled for: _____
Date Time

Disposition of Immediate Supervisor: _____

Signature of Supervisor Date (Must be answered within five
[5] days after meeting)

Position of Aggrieved:

_____ Disposition Acceptable

_____ Disposition Not Acceptable

Signature of Aggrieved

Date

Step 2: Superintendent's Level

Date filed at Step 2: _____

(Must be filed within 5 working days after
receipt of disposition at Step 1)

Date received by Superintendent: _____

Step 2 Meeting scheduled for: _____

Date

Time

Disposition of Superintendent:

Signature of Superintendent

Date

Position of Aggrieved:

_____ Disposition Acceptable

_____ Disposition Not Acceptable

Signature of Aggrieved

Date

STEP 3: Arbitration

Notice to Board of Education:

This grievance has been submitted to the American Arbitration

Association on _____
Date

(Submission must be made within thirty (30) days after receipt
Step 3 disposition).

Signature

Title

APPENDIX D

SAME-SEX DOMESTIC PARTNERS HEALTH COVERAGE

Definition of Health Care Coverage

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

Eligibility Criteria

A same-sex domestic partner relationship is defined as a relationship between two individuals who meet **ALL** of the following criteria:

- Are the same sex.
- Have shared a continued committed relationship with each other for not less than twelve (12) consecutive months, intend to do so indefinitely and have no such relationship with any other person or persons.
- Are jointly responsible for each other's welfare and financial obligations.
- Have resided in the same household and intend to continue to reside together indefinitely and maintain no permanent separate households.
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of the State of Michigan.
- Each is over age 18, or legal age, and is legally competent to enter into a legal contract.
- Neither is married to a third party.
- A signed and notarized affidavit will be required to confirm conformity with the eligibility as outlined above (obtained from the district's benefits office).
- A same-sex domestic partner must be covered under the health care plans in order to have the same-sex domestic partner's legally dependent children covered under the plans. (The only exception to this is if the same-sex domestic partner dies. In such cases, the employee must show evidence of being the children's legal guardian to continue coverage. Appropriate legal documentation must be provided.)
- Employees with same-sex domestic partners cannot participate in the Dependent Care Reimbursement Account to pay for day care costs related to the domestic partner's children per IRS regulations.
- Current retirees are no longer employees of the West Bloomfield School District and are not eligible for health benefits through the West Bloomfield School District. Active employees, who retire while covering a same-sex domestic partner and/or that domestic partner's eligible dependent children, must contact the state retirement agency, the Michigan Public Schools Employees Retirement System (MPERS) regarding any desire to continue coverage of their same-sex partner and/or the same-sex partner's eligible dependent children. The West Bloomfield School District has no role in such a process and does not assume any obligation to do so under any of its policies, procedures or under any terms in the bargaining unit contract.
- In addition to the signed and notarized affidavit, the employee who claims initial and continued eligibility for a same-sex domestic partner and/or for the eligible dependent children of a same-sex domestic partner, shall furnish whatever documentation that the district requests to substantiate the claimed eligibility of the dependent, such as IRS Form 1040. Refusal or failure to provide such documentation when requested to do so, shall result in denial or withdrawal of eligibility of such dependents.

Enrollment and Confidentiality

The West Bloomfield School District will keep records containing domestic partner information confidential to the extent permitted by law.

Taxability

State and/or federal law does not recognize same-sex domestic partners as legal "spouses". Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as imputed income on the employee's W-2 Form. The same-sex domestic partner may, however, qualify as an IRS "eligible dependent" if more than half of the partner's support for the year comes from the employee, the partner earns less than the IRS exemption amount and the partner is a member of the household maintained and occupied by the employee. An employee who believes her or his situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity of continuing veracity of the statements contained in this section, taxability, and no employee should rely on information contained herein as being definitive on this subject. An employee's same-sex domestic partner's children may be eligible for coverage if they meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, that the children meet these requirements.

Termination of Domestic Partner Relationship

Employees will be required to submit an "Affidavit for Termination of Domestic Partner Benefits" (obtained from the district's benefits office) if the partnership ends, has ended or if the partner dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the domestic partner or the partner's children after they are no longer eligible to be covered. Benefit eligibility of the same-sex domestic partner will cease upon the same-sex domestic partner's death or upon the date the same-sex partner relationship ends, as stated on the "Affidavit for Termination of Domestic Partner Benefits."

Addition of a New Same-Sex Domestic Partner

In the event that an employee chooses to delete a same-sex domestic partner from her or his coverage, she shall not be eligible to add a new domestic partner until twelve (12) months have elapsed since the deletion of the former same-sex domestic partner and must satisfy ALL of the eligibility requirements set forth above.

COBRA or COBRA Like Continuation Coverage Benefits

Because COBRA does not require that an employer provide continuation coverage benefits to persons other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA or any other such continuation coverage benefits to same-sex domestic partners. Oral representations that may be made by an administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the same-sex domestic partner as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

Coverage Limited to Same-Sex Domestic Partners

This coverage is limited to same-sex domestic partners. It is part of a negotiated bargaining unit contractual agreement and is based upon the fact that this group does not have the legal option to marry. Should the laws regarding the legality of same-sex domestic partner marriages or some form of state recognized union, the provisions in this contract that permit same-sex domestic partner benefits shall become null and void and the same-sex domestic partners shall be required to be married or enter into state-recognized union in order for the same-sex domestic partner who is not an employee and/or her or his eligible dependent children to continue to be covered under the district's benefits plans.

