



MASTER AGREEMENT

BETWEEN

NORTHVILLE PUBLIC SCHOOLS

AND

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THE NORTHVILLE FEDERATION OF

PARA EDUCATORS

SEPTEMBER 1, 2004 - AUGUST 15, 2007

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**AGREEMENT BETWEEN THE NORTHVILLE PUBLIC SCHOOLS AND
THE NORTHVILLE FEDERATION OF PARA EDUCATORS**

September 1, 2004 – August 15, 2007

PREAMBLE

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

PURPOSE

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

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

ARTICLE I: BARGAINING UNIT, UNION DUES CHECK-OFF, AGENCY SHOP

1.00 Bargaining Unit

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time Para Educators employed in the Special Education Program; excluding Lunchroom Supervisors, Library Assistants, Bus Aides, Assistants in the Regular Education K through 12 Program, Supervisors, Principals, Assistant Principals, confidential employees, and all other employees of the Northville Public Schools not included above.

1.01 Union Dues and Service Fees

A. Union Dues and Service Fees Check-Off

1. Check-Off

Upon filing with the District of the written authorization form for payroll deduction designated below, signed by the employee, the District agrees, during the term of this Agreement and any extension or renewal thereof, to deduct bi-weekly Union membership dues or service fees from the pay of such employee in equal bi-weekly installments and to remit the sum within two (2) weeks following the deduction to the Treasurer of the Union. The form of the authorization shall be as follows:

2. Check-Off Form

Date: _____

**AUTHORIZATION FOR DEDUCTION OF THE
NORTHVILLE FEDERATION OF PARA EDUCATORS
MEMBERSHIP DUES AND SERVICE FEES**

I hereby authorize the Northville Public School District to deduct bi-weekly the sum of \$ _____, representing my (dues for membership in) (service fees to) (cross out one) the Northville Federation of Para Educators, which sum is to be paid in full to the Treasurer of the Union. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice. I further authorize the Union Treasurer to change the amount of deduction for membership dues in the Union.

Pay Period Beginning _____

Signed _____

3. List and Assignments of Bargaining Unit Members

The District shall forward to the Union, within sixty (60) calendar days after the start of the school year a list of all employees within the bargaining unit. Membership dues shall be deducted within thirty (30) calendar days after the start of the school year.

4. Union Notification to the District

The Union agrees to give written notification to the District prior to the commencement of each school year stating the bi-weekly membership fee or service fee to be deducted during the school year.

5. Sufficient and Excessive Deductions

The District agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

B. Union Security

1. Agency Shop

In any academic year, failure of a bargaining unit employee to join the Union, or to pay a service fee in an amount of money no greater than the Union's regular and usual yearly dues by December 1, shall result, upon proper notification to the District, in the employee being suspended for a period of fifteen (15) days, during the academic year payment has not been made. This suspension shall not be subject to the grievance procedure. For present employees, such payment shall commence thirty-one (31) days following ratification of this Agreement and for new employees, the payment shall start thirty-one (31) days following their date of employment.

2. Save Harmless

The Union shall indemnify and save the District, District Administrators and Board of Education Members, harmless against any and all claims, demands, suits, judgments, damages other forms of liability or expense that may arise out of or by reason of action taken by the District for the purpose of complying with Sections A and B of this Article, including all court costs and reasonable legal fees of the District's counsel. The Union further agrees that if it shall fail to reimburse the District promptly upon demand for any of the aforesaid items, the District shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the District, until paid in full, thirty (30) percent of all membership dues and service fees collected by the District on behalf of the Union, pursuant to provisions of this Article.

ARTICLE II: UNION AND PARA EDUCATOR RIGHTS AND RESPONSIBILITIES

2.01 Bulletin Boards

The District shall allow the Union to use space on a bulletin board in each building owned or leased by the District for posting notices of Union recreational and social

affairs, Union elections and appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building supervisor.

2.02 Wearing of Insignias.

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

2.03 Use of Building Facilities

After providing appropriate notice to the District, the Union shall have the right to use a designated area of a building owned or leased by the District for the purpose of conducting Union meetings at reasonable hours before or after the Para Educator work day. If the Union desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional custodial costs incurred by the District.

2.04 Required Meeting During Working Hours

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

2.05 Union Officials in School Buildings

Union employees or officials shall be permitted to transact Union business on school property after securing the permission of the building supervisor.

2.06 Mailboxes and Telephones

In buildings owned or leased by the District, the District agrees to make available to employees covered under this Agreement, mailboxes and a telephone, if available, for local calls only.

2.07 Union Mail

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

2.08 Union Use of Equipment

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

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

2.09 Representation When Meeting With Administrators

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

2.10 Equal Employment Opportunity

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

2.11 Special Conferences

Special conferences for important matters will be arranged between the Local President and designated representatives of the District upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

2.12 Human Resources File

Para Educators shall have the right to review their Human Resources file in the presence of the Superintendent or his designee. Upon their request, they may be accompanied by a Union representative. The Para Educator shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Records concerning whether a Para Educator has filed a grievance shall not be kept in his/her Human Resources file but shall be kept separately.

After twenty-four (24) months, letters of reprimand will be placed in a sealed envelope in the employee's Human Resources file. These letters will not be used by the District unless there is a similar grievance, legal proceeding or reoccurrence of the same or a related disciplinary situation.

2.13 Information for Collective Bargaining and Contract Supervision

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

2.14 District Mail Service

Union notices, intended for all members of the bargaining unit and which are approved by the Executive Director of Special Education, shall be delivered to respective building Union representatives at time when other Central Office mail is distributed to a particular building.

2.15 Released Time

Upon the approval of the Director of Human Resources or his/her designee, and on such terms and conditions as he/she may set, the President of the Union and/or his/her designee shall be permitted during working hours to attend grievance meetings and to conduct other business which relates to the enforcement of the terms and conditions of this Agreement.

2.16 Agenda and Minutes of the Board of Education Meetings

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

2.17 Right to Consult with Administrator

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

2.18 Presentation of Instructional Material

Para Educators shall be free to present instructional materials which their teacher and administrator consider pertinent to the subject and consistent with course objectives. They shall also be entitled to *freedom of discussion* within the classroom on all matters which the Para Educator and their teacher consider relevant to the subject under study, except where determined inappropriate by the Administrator.

2.19 Memos and Notices

Whenever the District issues a memo or notice of a general nature, the memo or notice shall be posted and the Union will be given a copy.

2.20 Employee Contracts

Any contract between the District and an individual employee within the bargaining unit shall be expressly subject to the terms and conditions of this Agreement.

2.21 Teaching Direction and Work Related Requests

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

2.22 Responsibility to the District

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

2.23 Responsibility to Honor Board Policies and Administrative Regulations

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

2.24 Medical Report

Each Para Educator must file with the Human Resources Office a tuberculosis report from an acceptable agency in accordance with State regulations. All Para Educators shall be offered the opportunity to voluntarily receive the Hepatitis vaccine series at the District's expense provided that the Para Educator agrees to have the vaccine

administered at the Clinic, Hospital or site designated by the District. If the Para Educator chooses to have their own doctor administer the vaccine, the District shall pay only that amount equal to the fee charged by the District's designated provider. The Para Educator must agree to receive the total vaccine series in order to be eligible. It shall be the responsibility of the Para Educator to have the vaccine immunity checked thirty (30) days following the final series of inoculations. Any Para Educator who does not observe the regulations regarding Hepatitis B Vaccination will be responsible to reimburse the District the cost of the vaccine. Those Para Educators choosing not to receive the vaccine must sign the "Refusal for Hepatitis B Immunization" form.

A titer shot and/or booster will be administered at district expense five (5) years after the initial HEP B immunization.

If the Para Educator had the Hepatitis vaccine series at the District's expense and during subsequent and continuing employment with the District, discovers that he/she does not have the antibodies, the Para Educator, upon request, may receive the Hepatitis vaccine series one additional time at the District's expense.

The District will reimburse the employee for the over the counter medication for the treatment of ringworm and/or head lice under the following conditions:

- The employee is diagnosed by a physician or clinic.
- The exposure occurs following a confirmed case(s) in students with whom the employee is assigned to work.
- The employee submits a receipt for reimbursement

2.25 Intent to Terminate Employment

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

2.26 Emergency Situation

For the protection of students, a sufficient number of Para Educators will be expected to remain on duty in the event of an emergency situation as determined by the Building Supervisor or his/her designee.

2.27 Absence from the Building

Para Educators will not leave their buildings during working hours, **with the exception of their duty-free period. Para Educators will inform their building Office if they leave the building.**

2.28 Absenteeism and Tardiness

Absenteeism or tardiness shall be avoided whenever possible.

2.29 Additional Payment for Student Supervision

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

On any day that a substitute is not available and/or the staff to student ratio falls below that which is established as necessary within the state ratios,* the Para Educator(s) working in that room will receive a payment of twenty-five dollars (\$25.00) for the full day (a.m. & p.m.) or twelve dollars and fifty cents (\$12.50) for ½ day.

If additional staff have been assigned to the building, or a one-on-one student is absent, these staff will be declared surplus and may be assigned to the classroom where the staff to student ratio is below that assigned.

*Note: Ratio for the Dual Diagnosed program (DD) will follow SXI guidelines: 3:1.

2.30 Open House Attendance

The Para Educator will attend the Open House of the building to which he/she is assigned.

ARTICLE III: DISTRICT RIGHTS

3.01 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished therein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

A. The management and administrative control of the school system, its properties and facilities; the direction and assignment of work, including but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall employees, schedule hours of work, and to maintain discipline and efficiency; establish the educational program, curriculum,

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

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

ARTICLE IV: GRIEVANCE PROCEDURE

4.01 Definition of Grievance

- A. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific Article and Section of this Agreement.
- B. The term "Para Educator" may include a group of Para Educators who are similarly affected by a grievance.
- C. The term working days, when used in this Article, shall mean the extended SEP scheduled instructional days and teacher work days according to the school calendar as adopted by the School District.

4.02 Para Educator's Right to Present a Grievance

An individual Para Educator shall have the right at any time to present his/her own grievance to the District and to have the grievance fully adjusted as long as the adjustment is not inconsistent with the terms of this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment. If the adjustment is in writing, the bargaining representative shall receive a copy.

4.03 Step 1 - Informal - To Building Supervisor

Any Para Educator having a grievance shall within ten (10) working days after the occurrence of the alleged violation, or when the employee knew or should have known of the occurrence of the alleged violation, but in no event more than twenty (20) working days after the occurrence of the alleged violation, first discuss this matter with their Building Supervisor. Such discussion shall take place during non-teaching hours or other mutually agreeable times, with the object of resolving it informally. The Supervisor shall give his decision to the Para Educator within five (5) working days from the date of the informal discussion.

4.04 Step 2 - Formal - To Director of Human Resources

If the grievance is not resolved in Step One, the Para Educator and the Union may reduce the grievance to writing, and present the grievance to the Director of Human Resources for his/her written answer. The written grievance shall be on a form attached to this Agreement, must be filed within five (5) working days after the date of the Supervisor's oral answer in Step One, and shall be signed and dated by the Para Educator(s) and Union President, or his/her designee. The Director of Human Resources shall give the Para Educator an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

4.05 Step 3 - To the Superintendent

If the grievance is not resolved in Step Two, the Para Educator and Union may, within five (5) working days after the answer in Step Two, appeal the grievance to the Superintendent of Schools. The appeal shall be in writing and shall be signed by both the Para Educator and the Union President or his/her designee.

4.06 Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step Three, the Union may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the other party, in the Detroit Offices of the American Arbitration Association within five (5) working days after the decision in Step Three is rendered. The Demand for arbitration, the selection of an Arbitrator, and all arbitration proceedings shall be in accordance with the Rules of the American Arbitration Association governing labor arbitration.

The Arbitrator's decision shall be final and binding upon the District, the Union, and the Para Educator or Para Educators involved.

4.07 Powers of the Arbitrator

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

4.08 Filing Fee and Costs of Arbitration

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

4.09 Time Limits

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

4.10 Back Wages

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

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

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

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

4.12 Settlement of Grievance

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

4.13 Processing of Grievance During Non-Working Hours

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

4.14 Processing of Grievance After Resignation

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

4.15 Representation

Any party to a grievance shall have the right to employ and be represented by legal counsel, the Michigan Federation of Teachers, and the American Federation of Teachers, but a party shall not be accompanied nor represented by an officer, executive, delegate, representative, or agent in any capacity of any organization other than the Union (except as stated above).

ARTICLE V: NO STRIKE CLAUSE

5.01 No Strike or Work Interference

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

5.02 Action by Union

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

5.03 Discipline Including Discharge of Para Educator

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

5.04 Legal Remedies

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

**ARTICLE VI: SENIORITY, LAYOFF AND RECALL, GENERAL WORKING
CONDITIONS**

6.01 Probationary Period

During a Para Educator's first ninety (90) student attendance days (days students are in school), exclusive of leaves of absence, he/she shall be considered to be in a period of probation.

6.02 Definition of Seniority

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

6.03 Placement on Seniority List

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

6.04 Posting of Seniority List

Within two (2) months following the commencement of the academic school year, the district shall provide copies of a current seniority list. This list shall be posted on building bulletin boards. The Union shall be provided with a copy one week in advance of the seniority list being sent to the buildings.

If written notification is not received by the Director of Human Resources from either the Union or the individual Para Educator, within ten (10) working days from the posting date, it shall be presumed that the list is accurate and no further appeal shall be allowed.

6.05 Termination of Seniority

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

- A. Quits.
- B. Is discharged.

- C. Is laid off for a period of **three (3)** years or the Para Educator's seniority at the time of layoff, whichever is less.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence from work without properly notifying the District according to the call-in procedure set forth in 6.10 of this Article.
- F. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
- G. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
- H. Is removed from the bargaining unit.

6.06 Discipline of Probationary Para Educator

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

6.07 Discipline of Seniority Para Educator

A seniority Para Educator shall not be suspended or discharged without just cause.

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all seniority Para Educators for stated and just cause.

6.08 Layoff and Recall

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

If there are no volunteers, the Para Educator with the lowest seniority will be laid off first.

When a position within the bargaining unit is declared vacant or Para Educators are to be recalled from lay off, the Para Educator with the highest seniority currently on lay off will be the first recalled by the District.

If there is a Para Educator with higher seniority whose Leave of Absence has ended and who has given proper written notification to the District of their wish to return they will be given first opportunity for the position(s).

- B. During layoff, neither wages nor fringe benefits will be paid, nor will sick days or wage increments or seniority accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated.
- C. In the event a Para Educator on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Human Resources Office, and such Para Educator does not notify the Director of Human Resources in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such Para Educator shall have no further rights of reinstatement unless approved by the Director of Human Resources in writing. It is understood that it is a Para Educator's responsibility, while on layoff, to keep the Director of Human Resources informed in writing of his/her current address and his/her failure to do so constitutes a waiver of his/her reinstatement rights.
- D. The ten (10) day limitation in which the Para Educator has to notify the District of his/her acceptance, as set forth in Section C above, may be waived by mutual written agreement between the Union and the District.
- E. If a laid off employee is terminated and loses seniority under Section 6.05, paragraph C and is later rehired, said person shall have their sick bank reinstated to the balance at the time of their layoff, once they have fulfilled the probationary requirement and regained seniority.

6.09 Address and Telephone Number

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

6.10 Call-In Procedure

When a Para Educator is unable to be in school on any given day, he/she shall contact the **subfinder system**. This notification shall be not less than sixty (60) minutes prior to his/her reporting time except in the event of an emergency situation. In the event the Para Educator knows that he/she will not be able to return to work the next day, he/she shall report this fact to his/her Building Supervisor, or the Supervisor's designee, before 2:00 p.m. of the day of his/her absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the Para Educator shall not be paid for that day.

6.11 Building Closings

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

6.12 Reporting Child Abuse and Neglect

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

6.13 Job Descriptions and Flow Charts

The District agrees to post Para Educator job descriptions and a "Flow Chart" indicating lines of authority.

6.14 Equipment and Supplies

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

6.15 Use as Substitute Teacher

Para Educators shall not be used as substitute teachers.

6.16 Behavior Objectives

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

6.17 Treatment of Students

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

6.18 Quarantine

No Para Educator shall be required to work in a classroom or building which has been quarantined by the Executive Director of Special Education. However, in the event of quarantine, all affected Para Educators shall be required to report to their Building Supervisor prior to the start of their work day to receive their assignment.

6.19 Health Care Services

The parties agree that Para Educator staff may be directed to perform certain nursing or health care services. Services required will vary. Prior to performing these procedures, the Para Educator will be provided training by the school nurse or another health care professional. The Para Educator may request further training. The decision to assign these procedures to a Para Educator is dependent upon the individual needs of the student and is made by the school nurse. Supervision by the school nurse shall be available.

6.20 Continuity in the Classroom

The District shall, when in its judgment it is beneficial to the student, attempt to provide on an on-going basis, continuity in the classroom of specific Para Educators with specific students.

6.21 Early Dismissal

On Fridays and days preceding a holiday, Para Educators may leave the building **when all students assigned to their classroom have left the premises.**

6.22 Evaluations

- A. All seniority Para Educators will receive a written performance evaluation from the supervisor and classroom teacher, a minimum of once each three (3) years.
- B. Electronic Communication devices shall not be used in the evaluation of a Para Educator.

ARTICLE VII: VACANCIES AND TRANSFERS

7.01 Definition of Vacancy

A vacancy is a position that arises by virtue of a newly created position, a resignation, a termination, or an approved leave of absence exceeding six (6) consecutive weeks. If a vacancy occurs during the shortened days of the summer program, the position may be filled by the Director of Human Resources on a temporary basis until the following school year.

7.02 Posting of Vacancies

Whenever the Director of Human Resources or her designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for seven (7) calendar days on the staff bulletin board.

7.03 Bidding on Vacancies

Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District if the Director of Human Resources or his designee agrees.

7.04 Transfer Requests

Vacancies which occur between June 1 and the first regular Para Educator work day of the succeeding student academic year need not be posted but, Para Educators who desire to transfer within a building or to a different building for the succeeding academic student school year shall file a request for transfer by June 1 and every effort will be made to place the Para Educator, if a vacancy exists, according to his request. The union will be notified of these vacancies.

Transfer requests will be kept on file until the commencement of the academic student school year.

7.05 Vacancies While Para Educators are on Layoff

The provisions of Section 7.02, 7.03 and 7.04 of this Article shall not apply in the event there are Para Educators on layoff.

7.06 Decision of Director of Human Resources

The decision of the Director of Human Resources or his designee regarding the filling of vacancies under Section 7.03 and 7.04 shall be final and binding.

7.07 Temporary Filling of Vacancy

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

7.08 Involuntary Transfer

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

7.09 Conflict Between Teacher and Para Educator

In the event a problem exists between a Para Educator and his/her teacher, every effort shall be made to resolve the problem informally with the Para Educator and the supervisor.

ARTICLE VIII: LEAVE OF ABSENCE

8.01 Sick Leave

- A. All full-time seniority Para Educators who have completed less than five (5) years of service with the Northville Public Schools shall be entitled to earn sick leave for personal illness at the rate of one (1) day per month of active work. All full-time seniority Para Educators who have completed five (5) years or more of service with the Northville Public Schools shall be entitled to earn sick leave for personal illness at the rate of one and one-quarter (1 1/4) days per month of active work. Para Educators who were actively employed prior to August, 1992 shall continue to earn sick leave for personal illness at a rate appropriate to the salary step that they have attained based upon both outside experience granted upon their hire and years of service to the Northville Public Schools.
- B. Any sick leave not used by the end of each school year shall be added to the sick leave available for the following year.
- C. In the event of an absence of a Para Educator due to personal illness or disability in excess of three (3) consecutive working days, then, at the Para Educator's expense, the Superintendent, or his designee, may require the Para Educator to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.

- D. The District agrees to pay regular full-time employees with ten (10) or more years of active service to the Northville Public Schools, upon retirement from the School District, one-half of their regular daily rate for each single day of unused sick leave. To be eligible for retirement benefits, an employee must notify the District seventy (70) days prior to his/her retirement date of his/her application to the Michigan School Retirement Fund, and submit proof to the effect that he/she will actually receive retirement benefits for the period commencing on the first day of the month following the month of termination.
- E. Para Educators shall be entitled to an incentive program recognizing good attendance. This program offers a choice between two (2) incentive plans (new hires as of the 2001/2002 school year will only be able to use option 2 below)

Option 1

Days Absent: Zero to One (0 – 1): 1 ½ incentive days for each semester (Fall and Spring), and 1 incentive day for the Summer Program.

Two Days Absent 1 incentive day for each semester (Fall and Spring), and 0 days for the Summer Program.

Option 2

Days Absent: Zero to One (0 – 1): \$200.00 for each semester (Fall and Spring), and \$100.00 for the Summer Program.

Two Days Absent \$100.00 for each semester (Fall and Spring), and \$0 for the Summer Program.

1. Days absent under this section shall include sick days, Family Illness, Business Days beyond the three (3) days provided in 8.03 Business Days, and days off without pay.
2. Days missed due to a workers compensation injury shall not be counted in computing attendance incentive days. Maternity leave, for which the Para Educator has sufficient sick days in their sick leave bank to cover, shall not be counted in computing attendance incentive days.

3. Attendance Incentive Days may be accumulated. However, they must be used within eighteen (18) months of being earned or they will be added to the Para Educator's sick bank.
4. Attendance Incentive Days may be taken any time, except in conjunction with business days, with the prior approval of the Director of Human Resources.
5. The District reserves the right to limit the number of days granted on any one date. However, no more than ten (10%) percent of the Para Educators would be able to use incentive days on a given date.
6. The Para Educator must have banked five (5) sick days to be eligible for this incentive program. Sick leave may be accumulated to a total of 221 days.

Note:

- (1) The total days to be accumulated in the employee sick bank do not include the days that are front loaded for the current year.
 - (2) Once a Para Educator chooses the incentive money, he/she will lose his/her choice of options and will have to remain with the incentive money program.
7. The use of an incentive day requires written notice five days in advance.
- F. Sick days shall be posted to the Para Educator's bank at the beginning of the academic school year. Newly hired Para Educators will have their sick days posted to their bank beginning in the second year of employment provided that they have a minimum of six (6) days remaining in their bank at the end of their first year of employment. Para Educators hired in mid-year shall have the days pro-rated.
- G. A physician's verification of personal or family illness may be requested by the Office of Human Resources at the employee's expense, when the employee's absence immediately precedes or follows a vacation or a District holiday.

8.02 Extended Sick Leave

- A. Any Para Educator whose personal illness extends beyond the period compensated under 8.01A. above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the Para Educator to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of Education, or its designee. Any health

leave granted under this Section A shall be without pay or fringe benefits, seniority accrual (seniority ceases to accrue on the eleventh day if the leave exceeds thirty (30) consecutive work days), or sick day accrual. Written notice of Intention to return to work shall be given in writing to the Director of Human Resources at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the Para Educator's right to employment in the School District.

- B. If a Para Educator reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resources Office of this fact, and shall provide the Human Resources Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the Para Educator's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a Para Educator will comply with this section at least six (6) months before the expected date of birth.
- C. In the event a Para Educator is unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, then the Superintendent, or his/her designee, may periodically require the Para Educator, at the Para Educator's expense, to submit a physician's statement verifying the continued medical necessity for the Para Educator's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
- D. In all cases where the Para Educator has been absent for more than fifteen (15) working days, the Para Educator shall provide the Human Resources Office, before returning to work, a physician's statement certifying that the Para Educator has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
- E. In order to protect the children of the District, upon the request of the Director of Human Resources, or his/her designee, the School District, may at its expense, have a Para Educator take a physical or mental examination to determine whether involuntary sick leave is warranted providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Director of Human Resources. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.
- F. The Director of Human Resources, or his/her designee, may, at any time, require a Para Educator, at the District's expense, to be examined by a District appointed physician to determine if the Para Educator is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions.

- G. If a Para Educator's leave of absence due to illness or disability was fully compensated by paid sick days from the Para Educator's sick bank, and the leave of absence did not exceed **twelve weeks or sixty (60)** school days, then, upon submission to the District of the appropriate physician's statement, the Para Educator shall be assigned to his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded **twelve week or sixty (60)** school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the Para Educator shall be returned to work and assigned by the Superintendent, or his designee, to a position in the School District.

In the event an illness or disability necessitates that a Para Educator be absent more school days than what is compensated by the Para Educator's sick bank, and the Para Educator was granted an unpaid leave under Section A. above, then, upon submission to the District of the appropriate physician's statement, the Para Educator shall be entitled, following recovery, to be assigned by the Director of Human Resources, or his designee, to a vacant position for which the Director of Human Resources, or his designee, determines he/she is qualified.

- H. Notwithstanding any other provision of this Article, to the contrary, in the event a Para Educator is requested, in writing, by the School District, at any time, to fill an available position in the bargaining unit following the paraprofessional's recovery from the illness or disability, and the Para Educator does not report to work in that position on the designated date set forth in the notification, then such Para Educator shall have no further rights of reinstatement, and the Para Educator's failure of acceptance shall be treated as resignation of employment.
- I. When a Para Educator has taken a health leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to the leave of absence.
- J. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the Para Educator if he/she would have been otherwise scheduled to work, but for the illness or disability.
- K. If the Para Educator's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the Para Educator is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously

serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.

- L. Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.
- M. In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.
- N. It shall be the sole and only function of the arbitrator, after due investigation, to render a decision whether the Para Educator was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's decision is in favor of the School District, the arbitrator's decision shall require the Para Educator to return all monies expended by the School District in paying any salary and fringe benefits during the time the Para Educator was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the arbitrator under this provision.
- O. The cost of the services of the physician arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them and neither party will be responsible for the expenses of the witnesses called by the other.
- P. There shall be no appeal from the physician arbitrator's decision. It shall be final and binding on the Association, its members, the Para Educator involved, and the School District if the decision is within the scope of the physician arbitrator's authority as set forth above.
- Q. If the School District disputes the illness or disability of the Para Educator, and the absence of the Para Educator will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to law and will not be subject to resolution by Section L. above.

- R. As used herein, the term physician shall mean a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the Para Educator was treated by a licensed physician or osteopath.

8.03 Business Days

- A. A full-time seniority Para Educator shall be entitled to one (1) day during each half of the standard school year and one (1) day during the summer session for time necessary to conduct a business transaction which is impossible to do on a weekend, during a school recess or after the Para Educator's hours of work. The request for a business day shall be made in writing, except in the case of an emergency, must be made to the Director of Human Resources of his/her designee at least five (5) days prior to the requested date. Personal business days may not be taken immediately preceding or following a holiday, a weekend in conjunction with a holiday, or school recess. The business day earned during the summer session shall be of the same length as the work day for the summer session and not a day as defined for purposes of the standard school calendar. Unused business days shall be added to the Para Educator's sick bank at the beginning of the school year as established in the calendar adopted by the School District. If requested by the School District, a Para Educator is required to set forth the reason for the leave as a condition for the leave.
- B. Under extenuating circumstances, two (2) consecutive business days may be requested by a Para Educator. Any such request shall be in writing stating the reason for the request and submitted to the Director of Human Resources a minimum of five (5) working days prior to the dates requested. The granting or denial of two (2) consecutive business days shall be at the sole discretion of the District and not subject to the grievance procedure.
- C. During the course of a year, extenuating circumstances may require an additional day(s). Said day(s) may be granted with the prior approval of the Director of Human Resources. However, appropriate verification satisfactory to the District must be submitted beforehand. Said days will be subtracted from the employee's sick bank. The granting or denial of additional days will be at the sole discretion of the District and not subject to the grievance procedure.

8.04 Funeral Leave

- A. A regular full-time Para Educator shall be allowed three (3) days per school year, not deductible from their earned sick leave, for time necessary for attendance at the funeral of a member of the Para Educator's immediate family.

For purposes of this article, immediate family shall be defined as father, mother, spouse, parent of spouse, sister, brother, grandparent, child, grandchild, **step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian.** If the funeral is two hundred (200) miles or more from the Para Educator's home, they shall be granted one (1) additional day. The Para Educator shall submit written documentation of attendance if requested to do so by the District.

- B. When death occurs to the following seniority Para Educator's relatives: brother-in-law, sister-in-law, aunt, uncle, niece, nephew, the Para Educator shall be excused one (1) day, the day of the funeral. This day would **not** be deducted from the employee's sick bank. Written documentation shall be provided if requested by the District.

8.05 Military Leave

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

8.06 Jury Leave

- A. A regular full-time Para Educator shall be granted a leave of absence not deductible from his/her earned sick leave for jury duty and/or a subpoena to appear in court.
- B. A Para Educator who serves on jury duty on a scheduled work day shall endorse the juror's pay over to the Northville Public Schools, minus the mileage allowance and will be paid their regular pay rate for the day(s).
- C. The District reserves the right to ask to have the Para Educator excused from jury duty and the Para Educator agrees to assist the District in this effort if requested.

8.07 Union Business Days

The Union will be entitled to five (5) days per school year for Union business. Said days must be requested in writing by the Union President and have the prior approval of the Director of Human Resources before they are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or for collective bargaining.

8.08 Other Leaves

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

8.09 Program Selection

Para Educators wishing to be assigned to the standard SEP program will file a written request to the Director of Human Resources, **with a copy to the supervisor, by August 1st of the school year preceding the assignment. The Para Educator will receive a letter of approval or denial from the Office of Human Resources no later than the end of September as verification of the written request.**

If the District is unable to grant the Para Educators program request, their pay option (21/26) will be adjusted in a timely fashion once informed of the District's decision.

8.10 Summer Leaves

The District will provide Para Educators in the SEP program a limited number of summer leaves based upon the following:

- A.. The available number and length of leaves will be determined by the District and posted by December 15th.
- B. Written requests for summer leaves must be received by the Human Resources Office by January 15th on a form provided by the District.

- C. Para Educators will be notified by February 28th as to whether their request is honored.
- D. The granting of a summer leave will be based upon, providing consistency within the classroom, previous leave usage (paid or unpaid) and attendance.
- E. The granting of a 15 day summer leave shall be at the sole discretion of the Director of Human Resources or his designee and the denial of leave shall not be the basis of a grievance nor subject to the grievance procedure.
- F. The 15-day summer leave will be without pay, but fringe benefits (excluding sick and business days) will be paid and seniority will accrue. During the 15-day summer leave, the Para Educators will be docked for a 5-hour work day for each of the 15 days (unless there is an intervening holiday).

8.II Adoption Leave

- A. The Para Educator shall provide written notice to the Director of Human Resources of their intent to adopt at least six (6) months prior to the final adoption of the child.

A leave of up to six (6) weeks shall be granted to a Para Educator for the purpose of adopting a child five (5) years and under or a child with a handicapping condition.

A leave of up to four (4) weeks shall be granted to a Para Educator for the purpose of adopting a child over five (5) years of age. An additional two (2) weeks may be granted at the sole discretion of the District. The granting or denial of the additional two (2) weeks shall not be subject to the grievance procedure.

- B. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave provided the employee return to work within the same school year that the leave was granted. If the leave extends to the next school year, the employee shall be assigned to a position within the school district by the Director of Human Resources.
- C. The vacancy resulting from the leave may be filled by a long-term substitute for up to six (6) weeks.
- D. Fringe benefits will be paid by the District during the leave provided that the Para Educator has sufficient days to cover the leave.
- E. The Para Educator may exhaust their sick leave and take the balance of the leave without pay or benefits.

8.12 Family and Medical Leave Act

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

- A. Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.

- B. Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
 - 1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

 - 2. Because of the placement of a son or daughter with the employee for adoption or foster care.

 - 3. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

 - 4. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

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

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

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

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

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

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

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

Seniority will continue to accrue during the leave.

The District, at it's sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

The District, at it's sole option, may require the employee to use accrued paid vacation leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued vacation bank below a total of ten (10) days.

ARTICLE IX: COMPENSATION

9.01 The salaries of Para Educators covered by this Agreement are set forth in Appendix A and cover steps 0 through 9. Previous Appendices A and B have been merged.

9.02 Adjustments to the Salary Schedule

The Steps in the salary schedule of 1 through 5 are based upon years of employment in the District. Adjustments from one Step to the next shall be made only at the commencement of any academic school year. The proper Step to be granted at the

commencement of any academic school year to employees hired after ratification will be determined in accordance with the following formula.

0 - 93 paid days the preceding academic year = no credit
94 -192 paid days the preceding academic year = 1/2 step credit
193 paid days or more the preceding academic year = 1 step credit.

9.03 Previous Outside Experience or Education at Time of Hire

The District, at its sole discretion, may hire a Para Educator on Step 0, 1 or 2 (*previously 1, 2 or 3*) of the salary schedule in recognition of outside experience or an earned degree from an accredited college or university.

9.04 Extra Credit Pay

The District agrees to pay an additional ten (10%) percent of a Para Educator's salary commencing the academic school year following the Para Educator's completion of half (1/2) of the number of credits necessary to earn a four-year college degree from an accredited university or college. Provided, however, the Para Educator seeking extra credit pay must first receive the prior approval of the Superintendent or his designee of the course taken or, if the courses were taken prior to the time of hire, the extra credit pay shall be at the discretion of the Superintendent or his/her designee.

9.05 Tuition Reimbursement

A. Para Educators who have at least one year seniority shall be entitled to reimbursement up to \$800.00.

Reimbursement covers actual tuition paid for courses taken with the prior approval of the Director of Human Resources. Provided, however, the employee must have worked 90% of all scheduled work days in the seven (7) month period immediately preceding the corresponding reimbursement deadline. For purposes of this article, attendance shall include the use of sick days, family illness days, business days and days off without pay. Additionally, entitlement to reimbursement shall require the Para Educator earn not less than a minimum grade of "C."

B. Qualifications for tuition reimbursement will include:

1. Completed application form as provided by the District.
2. Appropriate verification indicating satisfactory completion of course(s) taken.
3. Copy of appropriate tuition receipt.

4. Copy of Superintendent's approval.
- C. The dates for filing application for tuition reimbursement will be:
1. Courses which are concluded between May 1 and August 31: **October 15 or February 15** immediately following the academic term of semester.
 2. Courses which are concluded between September 1 and December 31: **February 15 or June 15** immediately following the academic term or semester.
 3. Courses which are concluded between January 1 and April 30: **June 15 or October 15** immediately following the academic term or semester.
- D. Eligible tuition reimbursement for courses completed in accord with this Section shall be made to Para Educators within fifteen (15) days following the deadline (October 15, February 15, and June 15) for filing for same.
- E. If a Para Educator does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she shall forfeit his/her right to tuition reimbursement for that course(s) only.

9.06 Highly Qualified Para Educator Training and Testing

In addition to the regular tuition reimbursement, the District will approve, for one time only and until January 7, 2006, under the "tuition reimbursement" provision, requests from Para Educators for payment of test preparation classes and the fee for the Work Keys test.

9.07 Longevity

After 5 years	\$ 395
After 10 years	\$ 920
After 15 years	\$1,315
After 20 years	\$1,675
After 25 years	\$2,025

Said sum will be paid with the first paycheck in December to persons who qualify for the longevity stipend by the thirty first of December.

9.08 Duty Free Period

A Para Educator who is unable to take a thirty (30) minute duty free lunch period because of student related activities shall obtain prior approval of their supervisor if they wish to leave thirty (30) minutes early at the end of that work day.

In the event of an emergency situation for which prior approval cannot be obtained, approval to leave thirty (30) minutes prior to the end of the work day may be obtained from the supervisor following the emergency.

In no event may the thirty (30) minute duty free period be taken at the end of the school day if this action will prohibit the attendance of a Para Educator at meetings, or other activities necessary to the operation of the program.

If the Para Educator is unable to take the thirty (30) minutes at the end of the day on the date that the time was lost, he/she will be allowed to carry the thirty (30) minutes over to another day. Every attempt will be made to take the time within one (1) week of the occurrence. However, in no event shall the time be carried beyond a period of one (1) month from the original occurrence. Prior approval of the building supervisor shall be required. With regard to regularly scheduled student events, approval may be granted for the full semester. Written permission will be secured in advance.

If the thirty minutes is not available due to student attendance hours or transportation schedules, the duty free period may be taken in two (2) fifteen minute periods.

9.08 Mileage Allowance

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

9.09 Bi-Weekly Salary Payments

Para Educators shall be paid in bi-weekly installments according to the negotiated SEP Schedules (Standard or Extended).

Any Para Educator requesting the SEP Standard School Year will have the choice of 21 or 26 pays. It shall be the responsibility of the Para Educator to notify the Human Resources Office, in writing, prior to the August break each year of their selection. Failure to do so shall result in the 21 pay plan being assigned.

9.10 Hourly and Daily Rate

A Para Educator's daily rate shall be determined by dividing his/her base salary by the negotiated SEP calendar of work days, (standard or extended), depending upon the Para Educator's salary schedule.

A Para Educator's hourly rate will be determined by dividing his/her base salary by the appropriate number of hours, depending if the Para Educator is on the Extended or the Standard schedule.

9.11 Damage to Personal Property

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

No reimbursement shall take place:

1. If the Para Educator's negligence contributed to the damage.
2. The damage for a single occurrence was less than ten dollars (\$10.00).
3. The Para Educator failed to file a written claim form, provided by the district, within ten (10) working days from the date of damage occurring.

- B. In no event shall the total accumulated reimbursement for any one Para Educator exceed two hundred dollars (\$200.00) in an academic school year.

9.12 Worker's Compensation

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

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

When the employee returns, his/her sick leave bank will be returned to the balance on record before the time of injury or disease.

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

ARTICLE X: INSURANCE

10.01 Health Insurance

Each eligible member of the Para Educator group may select either Health Alliance Plan (HAP) or Blue Cross/Blue Shield PPO. Effective January 1, 2004, members who currently have BCBS Master Medical have the option of switching or paying the difference in monthly premium cost between BCBS Master Medical and BCBS PPO through payroll deduction. **Members who have Blue Cross/Blue Shield PPO or HAP will pay one quarter of one percent (.0025) of annual salary through payroll deduction.**

Effective January 1, 2004, the District will make available prescription drug coverage, with co-pays at the rate of \$10.00 for generics and \$20.00 for brand names regardless of the plan selected. This benefit is for employees who have completed sixty (60) days of active work as set forth below and under the following conditions.

Employees may continue the voluntary abortion rider provided that they pay the premium through payroll deduction.

- A. The District will pay a pro-rated share of the health insurance premium of part-time employees whose assignment exceeds an average of four (4) hours per day (but is less than full-time as previously defined) and constitutes a work year of at least 180 days, provided that they agree to pay the balance of the premium through payroll deduction.
- B. The District will pay the full premium for employees who are regularly scheduled to work thirty (30) hours or more per week during the Standard SEP school year calendar and 25 hours or more per week during the **Extended SEP program**.
- C. The District will pay three-quarters (3/4) of the premium for employees who are regularly scheduled to work twenty-five (25), but less than thirty (30) hours per week.
- D. The District will make no premium payments or contributions for employees working less than twenty (20) hours per week. The District will pay one half (1/2) of the premium for Para Educators employed prior to January 1, 1996, whose hours are involuntarily reduced. The premium payment will be for Para Educators scheduled to work a minimum of twenty (20) hours per week and one hundred and ninety-three (193) days per year.
- E. Where the total premium cost for hospitalization exceeds the amount paid by the District in B and C above, the employee shall execute an authorization to the District allowing a deduction from his/her wages of monies necessary to

pay the premium difference or submit to the District his/her request not to be covered by hospitalization.

- F. In order to avoid double hospitalization coverage, Para Educators will be required to certify, in writing to the District at the time of enrollment, that they are not covered by the District's carrier under a spouse's, parents', or guardian's insurance plan (Para Educators who become covered subsequent to their enrollment shall notify the Human Resources Office of this fact). Employees who are covered under a separate insurance plan issued by the District's carrier, providing substantially the equivalent benefits as the District's plan, shall be required to sign a group waiver and notice of current coverage card.
- G. The hospitalization benefit provided for in Section 10.01 shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify.
- H. **The District will provide the PDCM and PCD riders (contraceptive and hormone replacement) to the existing Blue Cross/Blue Shield Plans, with employee payment for said prescriptions made according to established agreement for payment of prescription drug benefits and co-pays.**
- I. Health Care Opt Out:

Eligible Para Educators who elect to decline the District medical/dental coverage will receive payment of \$1,000.00 according to the following schedule:

For the period between

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

The eligible Para Educator must show proof of insurance elsewhere to qualify for the incentive.

10.02 Term Life Insurance

The District will pay the premiums to provide \$30,000 of term life insurance, including accidental death and dismemberment, for those full-time employees regularly scheduled to work thirty (30) hours or more per week.

10.03 Dental Insurance

The School District will select an insurance carrier and pay the premium to provide the following co-insurance dental benefits:

- Class I (Diagnostic Services, Preventive Services, Palliative Treatment)
- Class II Restorative Services, Endodontic Services, Periodontic Services, Oral Surgery, Repairs, Adjustments and Relining of Dentures and Bridges, Adjunctive General Services)
- Class III (Construction and Replacement of Dentures and Bridges)

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy five percent (75%) to full-time Para Educators and their eligible dependents after the Para Educator has completed one (1) year of continuous employment in the School District. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September 1988, the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

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

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

New hires will not be eligible for benefits until they have completed one (1) year of full-time employment.

10.04 Long-Term Disability

The District will pay the premium, to provide long-term disability insurance for all full-time instructional Para Educators, but the District shall have the right to change the insurance carrier as long as the basic benefits and options set forth in the current policy continue in effect in any new policy issued by a subsequent carrier.

10.05 Limitation of Liability

- A. The insurance benefits provided for in Section 10.01, 10.02, 10.03 and 10.04 of this Article shall be subject to the terms and conditions specified in the District's group insurance policies and any claim settlement between the Para Educator and the insurance carrier shall not be the basis of a grievance or subject to arbitration.
- B. The District, by payment of the premium payments and submission of the employees application required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided in this Article. The failure of an insurance company to provide any of the benefits which it has contracted for shall not result in any liability to the District or the Union.

10.06 Insurance During Summer Recess

Instructional Para Educators employed to work a Standard SEP schedule shall receive the insurance coverages provided for in this Article during the traditional summer recess if the Para Educator has agreed to perform services the succeeding school year and the Para Educator has not resigned, been laid off or terminated.

10.07 Vision Insurance

The District shall pay the full premium under the District's Vision Care Program for all full-time, seniority employees and their eligible dependents. In order to be eligible, the Para Educator must be regularly scheduled to work five (5) days per week, thirty (30) hours per week. New hires will not be eligible for benefits until they have completed one (1) year of full-time employment.

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

ARTICLE XI: GENERAL PROVISION

11.01 Work Year and School Calendar

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

11.02 Law Saving Clause

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

11.03 Negotiation Procedures

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

11.04 Entire Agreement

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

11.05 Physical or Mental Examination

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

11.06 Snow Day Language

In the event that pupil instruction is not provided 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, or state health authorities, the calendar shall be adjusted in order to insure proper number of student instruction days as required by law.

11.07 Conference/Visitation

The District agrees to budget \$2,000 per year to enable Para Educators to attend District approved conferences and visitations to other schools. These funds will be used to cover the costs of substitutes, travel and conferences.

11.08 Professional Development

Professional Development days shall be scheduled during the Standard SEP calendar and regular work days and will include and be relevant to all Para Educators.

Para Educators will have responsibility for assisting the Supervisor in planning for appropriate activities in which Para Educators will participate, if the Supervisor determines the Professional Development will be separate from the teachers.

ARTICLE XII: TERMINATION and RE-OPENER

12.01 Expiration Date

This agreement shall become effective September 1, 2004 and shall continue in full force and effect up to and including August 15, 2007, with the following provision:

The contract will be re-opened for economic purposes only for the 2006-2007 school year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

NORTHVILLE PUBLIC SCHOOLS NORTHVILLE FEDERATION OF
PARA EDUCATORS

By: *Ted A. White*
President, BOE

By: *Terry Smigulek*
President, N.F.P.

By: *Lubby A. Smith*
Secretary, BOE

By: *Wicki Honeycutt*
Vice-President, N.F.P.

By: *Leonard R. Ryzniak*
Superintendent of Schools

By: *John E. Schlorer*
M.F.T. Representative

By: *Kate Dorr Parker*
Director of Human Resources
Chief Negotiator

By: *Kathleen Sigler*
Negotiating Team

By: *Carl Davis*
Negotiating Team

Christine M. Schaffer
Bill Rose

APPENDIX A

Para Educator Salary Schedule for 2004-05 only:

Accept District's January 26, 2005 proposed schedule (same percentages to be applied to Standard SEP Calendar, Extended SEP Calendar plus 10%, and Standard SEP Calendar plus 10%). This includes retroactivity from the beginning of the 2004-05 school year to ratification date in 2005.

(EXTENDED SEP CALENDAR)

STEP:	0	1	2	3	4	5	6	7	8	9
2004-05	19,868	20,628	21,430	22,281	23,207	24,089	24,971	25,853	26,735	27,136
2005-06	20,067	20,834	21,644	22,504	23,439	24,330	25,221	26,112	27,002	27,679

(EXTENDED SEP CALENDAR plus 10%)

STEP:	0	1	2	3	4	5	6	7	8	9
2004-05	21,855	22,691	23,573	24,509	25,528	26,498	27,468	28,438	29,409	29,850
2005-06	22,073	22,918	23,809	24,754	25,783	26,763	27,743	28,723	29,703	30,447

(STANDARD SEP CALENDAR)

STEP:	0	1	2	3	4	5	6	7	8	9
2004-05	18,080	18,774	19,501	20,275	21,118	21,893	22,723	23,527	24,328	24,694
2005-06	18,261	18,961	19,696	20,478	21,330	22,112	22,950	23,763	24,571	25,188

(STANDARD SEP CALENDAR plus 10%)

STEP:	0	1	2	3	4	5	6	7	8	9
2004-05	19,888	20,651	21,451	22,303	23,230	24,083	24,995	25,880	26,761	27,164
2005-06	20,087	20,857	21,666	22,526	23,463	24,324	25,245	26,139	27,028	27,707

Para Educator Salary Schedule for 2005-06 only:

Reflects a 1% increase for Steps 0 through 8 and a 2% increase to existing Step 9.