

MASTER AGREEMENT

BETWEEN

THE JEFFERSON SCHOOL DISTRICT

AND

JEFFERSON ASSISTANT

PARAPROFESSIONAL ASSOCIATION

58080
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JA-PA
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July 1, 2003 – June 30, 2007

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1 **Article 1**
2 **Recognition**

3
4 This Agreement is made by and between the Board of Education and the
5 Jefferson Assistant Paraprofessional Association, hereinafter called JA/PA.
6 Any changes in this Agreement shall be made in writing, signed by both
7 parties, and done so by mutual consent.
8

9 Any portion of this Agreement shown to be contrary to State and/or Federal
10 law shall be void and inoperative. At the option of either party, the provision
11 voided shall be immediately subject to negotiation. All other provisions of this
12 Agreement shall continue in effect.
13

14 The Board hereby recognizes JA/PA as the sole and exclusive bargaining
15 representative for all paraprofessionals assigned to the district's certified staff.
16
17

18 **Article 2**
19 **Rights of the Board**

20
21 A. It is expressly agreed that all rights which ordinarily vest in and have
22 been exercised by the Board, except those which are expressly
23 relinquished herein by the Board shall continue to vest exclusively in and
24 be exercised exclusively by the Board, including the right to:
25

- 26 1. The executive management and administrative control of the school
27 system and its properties, facilities, equipment, and the activities of
28 its employees during working hours.
29
- 30 2. Hire all employees and subject to the provision of the law and this
31 Agreement to determine their qualifications and the conditions for
32 their continued employment, their placement, dismissal, suspension,
33 layoff, or demotion, and to promote and transfer all such employees.
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- 35 3. Determine the services, supplies, and equipment necessary to
36 continue its operation and to determine all methods and means of
37 operation.

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4. Adopt rules and regulations.
5. Determine the number of locations or relocation of its facilities, including the establishment or relocation of new school buildings.
6. 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 in this Agreement.
7. Determine the policy affecting the selection of employees providing that such selection shall be based upon lawful criteria.
8. Determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment which shall be expressed verbally or in writing to all employees at the time of employment. Duties, responsibilities, and assignments shall be determined with respect to other negotiated contracts.

B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.

C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or Constitution of the State of Michigan, specifically the rights and responsibilities as conferred under the Revised School Code.

D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein.

Article 3
Agency Shop

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4 A. Deduction Authorization. New teacher paraprofessionals shall, prior to
5 the end of the first week of school, sign and deliver to the Board an
6 authorization form for deduction of membership dues and assessments of
7 the Association (including the National and Michigan Education
8 Association). Such authorization shall continue in effect from year to year
9 unless revoked in writing between June 1 and September 1 of a given
10 year.

11
12 B. Expense Recognition. It is recognized that the proper negotiation and
13 administration of collective bargaining agreements entail expense which
14 is appropriately shared by all paraprofessionals who are beneficiaries of
15 such agreements. Therefore, all teacher assistants, as a condition of
16 continued employment shall:

17
18 1. Dues Deduction. Sign and deliver to the Board an authorization for
19 the deduction of membership dues and assessments of the
20 Association(s): National, State, and Local.

21
22 2. Cash Payment. Or sign and deliver to the Association an intent to
23 pay membership dues and assessments in cash. Such payments
24 must be made within sixty days from commencement of the school
25 year.

26
27 3. Representation Fee. Or pay a fee to the Association that will cover
28 representation benefits as determined by the Association which shall
29 not exceed 1 or 2 above.

30
31 C. Non-Compliance Termination Notice. In the event that a bargaining unit
32 member shall not pay such Service Fee directly to the Association or
33 authorize payment through payroll deduction, as herein provided, the
34 Employer shall, at the request of the Association, terminate the
35 employment of such bargaining unit member. The parties expressly
36 recognize that the failure of any bargaining unit member to comply with
37 the provisions of this Article is just cause for discharge from employment.

1 D. Contesting Discharge. Should the paraprofessional(s) so notified for
2 termination be engaged in the pursuance of legal remedies contesting the
3 discharge under this provision before a court of competent jurisdiction,
4 such paraprofessional's services shall not be terminated until such time
5 as such paraprofessional(s) have either obtained a final decision as to the
6 validity or legality of said discharge, or said paraprofessional(s) have
7 cease to pursue the legal remedies available to them by not making a
8 timely appeal of any decision rendered in said matter by a court of
9 competent jurisdiction.

10
11 E. Board's Cost Immunity. In any case in which a paraprofessional(s)
12 contests a discharge under the provisions of the paragraph D, and it is
13 necessary for the Board to defend its position and to engage legal
14 counsel, and to incur other expenses in so doing, the Association agrees
15 to pay the expenses and/or liabilities incurred by the Board.

16
17 F. Deduction Installments. Payroll deductions for dues and for service
18 charges will be made in twenty-one (21) equal "pay period" installments
19 after receipt of a signed authorization by the individual paraprofessional.
20 If a paraprofessional has less than twenty-one (21) pays after signing the
21 authorization, the installments will be prorated equally in remaining "pay
22 period" checks.

23
24 G. Deduction Dates. Paraprofessional(s) employed at the beginning of the
25 second semester shall have deductions begin with the first pay in
26 February and end with the last pay in June. Those desiring to pay cash
27 directly to the Association shall be obligated to begin such payments
28 within thirty (30) days of their employment.

29
30 H. Authorization Forms. Authorization for dues deduction shall be
31 submitted to the Board Office on the form set forth in annexed
32 Schedule B.

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- 1 I. Other Deductions. The Board shall also make payroll deductions upon
2 written authorization from paraprofessionals(s) for annuities, savings
3 bonds, and voluntary contributions to MEA-PAC and NEA-PAC,
4 charitable contributions and other Board authorized deductions. There
5 shall be a limit of five (5) approved annuity programs permitted in a
6 payroll deduction program. All present employees may continue in their
7 present companies; henceforth, only the five (5) jointly selected
8 companies will be retained for payroll deduction purposes. All payroll
9 deductions programs must be approved by the Board with written
10 authorization of the paraprofessional.
11
- 12 J. Save Harmless. The Board shall not be liable for any errors or losses in
13 the administration of this Article unless it is shown that the Board was
14 negligent in the care and handling of monies involved.
15

16
17 **Article 4**
18 **Paid Leaves**
19

- 20 A. Sick Leave. All full time (thirty (30) hours or more) members shall earn
21 sick leave days as per the following: One (1) day per month up to Ten (10)
22 days per year accumulative to 65 days. Members with a current sick
23 bank in excess of 65 days, but less than 130 days, at June 30, 2005 will
24 receive one payment annually over three years for one third of the value
25 of the excess days based on one-half (50%) of their June 30, 2005
26 compensation rate. Due to the variances in the hours of the workday of
27 bargaining members, days will be credited and deducted on an hourly
28 basis. It is understood that sick days must be used as full days or half
29 days.
30

31 Sick leave days shall be credited as of September 1st of each year or on
32 the employee's first working day. Leave days shall be prorated for late
33 hires or for personnel terminating employment at times other than June
34 30th. Also chargeable to sick leave shall be employee absence due to
35 family illness. Such absences shall be limited to five (5) days with pay.
36

1 Sick leave will be used for absences caused by personal illness, physical
2 disability, emergency dental, doctor or vision treatment as well as injury
3 or disability incurred in the course of employment.

4

5 As an option to accumulating unused sick days to a maximum
6 accumulation of sixty five (65) days, members may request to be paid for
7 up to ten (10) accumulated sick days annually at one-half (50%) of their
8 current compensation rate. Payment for annual accumulated sick leave
9 must be requested by the employee in writing prior to December 1st.
10 following the work year within which the sick days were accumulated.
11 Upon separation the balance of the sick days will be paid at one-half
12 (50%) of their current compensation rate. (See Schedule D)

13

14 B. Personal Business Leave. All members shall be eligible for two (2) days
15 leave time each year, with full pay to handle medical, legal, educational,
16 financial, or domestic matters. Written application to the building
17 principal shall be made at least two (2) days in advance except in the
18 case of emergencies. Such leave is also subject to the approval of the
19 Superintendent or his designee. These days may be added to the
20 employee's sick bank if not used- however, they may not be added under
21 the year end payment option.

22

23 C. Funeral Leave. All employees covered by this Agreement shall be granted
24 funeral leave, with earned compensation for days the employees are
25 scheduled to work. Days for which compensation was earned shall be
26 deducted from the employees' sick leave bank. The days must be
27 consecutive with and include the day of the funeral. Funeral leave shall
28 be granted as follows:

29

30 1. A maximum of five (5) consecutive days in the event of the death of
31 the employee's spouse, children, stepchildren, mother, father,
32 stepmother, stepfather, brother, or sister.

33

34 2. A maximum of three (3) consecutive days in the event of the death of
35 the employee's mother-in-law, father-in-law, grandparents, or
36 grandchildren.

37

1 3. A maximum of one (1) day in the event of the death of the employee's
2 aunt, uncle, sister-in-law, or brother-in-law.

3
4 Extenuating circumstances may warrant additional time. If granted,
5 such additional time shall also be charged to the employee's earned
6 allowable sick leave bank.

7
8 D. Judicial Leave. A member called for jury duty or to give testimony in a
9 court of law shall be compensated in the amount of the difference
10 between regular pay and pay received for the performance of such
11 obligation. Members may keep compensation received for mileage. Such
12 leave shall not be charged to sick leave.

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14
15 **Article 5**
16 **Unpaid Leaves**

17
18 Leaves of absence without pay shall be granted for any of the following
19 reasons:

20
21 A. All members shall be granted a health leave after their accumulated sick
22 leave is depleted when their health, or the health of a member of the
23 immediate family, which shall be defined as parents, grandparents,
24 spouse, children, grandchildren, siblings, parents-in-law, or dependents
25 of the immediate household residence, warrants it up to a maximum of
26 six (6) months. Said leave may be extended upon approval of the
27 Superintendent or his designee for a period not to exceed six (6) months.
28 Such leave may require a physician's statement.

29
30 B. A leave of absence for maternity and/or childcare shall be granted for up
31 to one (1) year. A written request must be submitted to and approved by
32 the building administrator prior to the start of any leave.

33
34 C. A leave of absence without pay may be granted at the discretion of the
35 Superintendent or his designee. A written request for said leave must be
36 submitted to the Superintendent and approved prior to the beginning of
37 the leave. The leave shall not exceed one (1) year.

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- D. All requests for unpaid leaves of absence will be applied for at least sixty (60) calendar days prior to its commencement, except in cases of emergency or health leaves.

- E. A member on a leave of absence (more than twelve (12) months) may return, upon the expiration of his/her leave, to his/her former position, or to another position in the school system providing:
 - 1. A position is available (vacant).
 - 2. The person is qualified to assume the responsibilities of such position. In the event no position is available (vacant) or if the person does not possess the necessary qualifications for the vacant position, he/she shall be given the first position available for which he/she has the qualifications as determined by the administration. Failure to report within ten (10) days of assignment shall constitute a resignation on the part of the employee.

- F. All members on leaves of absence (twelve months or less) may return upon the expiration of their leave, to their former positions.

Article 6
Negotiation Procedures

- A. It is understood that matters not specifically covered by the Agreement, but of common concern to the parties, shall, upon consent of both parties, be subject to negotiation. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty (60) days prior to the expiration of this Agreement the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Association members employed by the Board of Education.

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- C. Neither party shall have control over the selection of the other bargaining team members.
- D. In any negotiations, it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been signed by the representatives of both parties.

Article 7
Grievance Procedures

A. A grievance is an alleged violation, misinterpretation, or misapplication of this Agreement. The "grievant" is the employee or Association alleging violation of the specific and express terms of the Agreement.

B. All grievances shall be handled by the following procedures:

Step 1. The grievant, either alone or with an Association representative, shall first discuss the grievance with the principal within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the principal within five (5) workdays after the original informal conference under Step 1 of this procedure. The written grievance shall be presented to and discussed with the principal by either the grievant or the Association representative. Within five (5) workdays after the receipt of the written grievance, the principal shall render his/her written decision to the Association and to the grievant.

Step 3. Within five (5) workdays after the receipt of the principal's written decision, the grievance may be (by the Association or grievant) appealed to the Superintendent or his designee. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

1 Within five (5) workdays after receipt of the appeal, the Superintendent or
2 his/her designee shall investigate the grievance and shall communicate
3 his/her findings in writing to the Association, grievant, and to the
4 principal.

5
6 Step 4. If the alleged grievance is not resolved at Step 3, the grievant or
7 the Association may submit the grievance to the Board of Education
8 within five (5) workdays after receipt of the written decision of the
9 Superintendent or his/her designee. The Board shall hear the grievance
10 at one of the next two (2) regularly scheduled meetings after receipt and
11 shall render its written decision within thirty (30) working days of the
12 hearing to the grievant and/or the Association.

13
14 Step 5. If the Association is not satisfied with the disposition of the
15 grievance by the Board, only the Association and not the individual
16 employee may submit the grievance to arbitration before an impartial
17 arbitrator. If the parties cannot agree as to the arbitrator within fifteen
18 (15) calendar days from the notification date that arbitration will be
19 pursued, he/she shall be selected by the American Arbitration
20 Association in accord with its rules which shall likewise govern the
21 arbitration proceeding. The Board and the Association shall have no
22 power to alter, add to, or subtract from the terms of this Agreement.
23 Both parties agree to be bound by the award of the arbitrator and agree
24 that judgment thereon may be entered in any court of competent
25 jurisdiction.

26
27 Procedure: Written grievances as required herein, shall contain the
28 following:

- 29
30 a. It shall be signed by the grievant or Association representative;
31 b. It shall contain a synopsis of the facts giving rise to the alleged
32 violation;
33 c. It shall cite the section or subsections of this contract alleged to
34 have been violated;
35 d. It shall contain the date of the alleged violation;
36 e. It shall specify the relief requested.

37

1 **Article 8**

2 **Seniority**

3
4 A. Definition of Probationary and Substitute Employees

5
6 1. Probationary Employee: A person who is employed to fill a
7 bargaining unit position for a trial period of a maximum of one
8 hundred twenty (120) calendar days. Probationary employees shall
9 have no seniority until the completion of the probationary period at
10 which time their seniority shall revert to their first day of work.

11
12 2. Substitutes in Temporary Positions: It is expressly understood and
13 agreed that substitute(s) in temporary positions shall not fill a
14 bargaining unit position for a period in excess of forty (40) workdays.
15 Under extenuating circumstances, it is possible that JAPA and the
16 administration may mutually agree to extend this time period.

17
18 3. Substitutes in Non-Temporary Positions: A substitute who is
19 employed to fill a position on a per diem basis while the regular
20 bargaining unit member is absent or on an approved leave for a
21 period of up to one (1) year, shall not become a member of the
22 bargaining unit. (See Article 5, F.)
23

24 B. Seniority

25 For the purposes of this section, there shall be established two
26 categories for seniority. These categories shall be:

27
28 Class A Full-time: Thirty (30) or more hours of work per week.

29
30 Class B Part-time: Less than Thirty (30) hours of work per week.

31
32 No class B employee can bump a Class A employee. However, a Class A
33 employee may bump a Class B employee of lesser seniority, who has the
34 lowest seniority ranking in the group. Further, no class B employee can
35 be recalled to a Class A position, before all Class A employees are
36 recalled.

37
38 Seniority of employees with the same date of hire shall be determined as
39 follows:

40 1. The employee who is hired with the most hours shall have the
41 higher seniority.

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2. If employees are hired for the same amount of hours, the tie shall be broken by the last four digits of his/her Social Security Account-the lower/lowest number having the higher/highest seniority. An updated seniority list shall also be furnished at this time.

Seniority for persons who work less than a year shall be pro-rated.

3. Seniority shall be defined as years worked within the bargaining unit.

Should a member leave the bargaining unit for any reason other than disciplinary reasons, and then return to the bargaining unit, his/her seniority shall be considered to have been frozen and he/she shall resume accumulation upon the first day of work. Said accumulation shall also be applicable to placement on the salary schedule.

Article 9
Vacancy, Layoff, & Recall

A. Vacancy - Postings. Notice of all paraprofessional certified vacancies and newly created paraprofessional positions shall be posted on employee bulletin boards within one (1) pay period from the date of the vacancy or the establishment of the new position. Association members shall be given five (5) working days to make application and shall be given due consideration for the position.

1. Any opening will be posted for bid first within the unit to those that are presently working, secondly to those who are laid off and finally to outside applicants.

The posting will reflect:

- A. Type of work
- B. Classification
- C. Place of work
- D. Starting date
- E. Rate of pay
- F. Hours to be worked

1 B. Loss of Position

2 If an inclusion paraprofessional loses her/his position due to a change in
3 the student's status (i.e. family move, IEP changes) she/he will have the
4 opportunity to bump the least senior Class A position. Then the Class A
5 paraprofessional who was bumped may exercise her/his bumping rights
6 and bump the least senior Class B paraprofessional. The
7 paraprofessional who is left without a position will then be subject to the
8 layoff provisions of the agreement.

9
10 C. Reduction/Layoff of Staff.

11 Reduction in staff due to finances, program changes, or other reasons
12 shall be made on the basis of inverse seniority. Input will be sought from
13 the Association before changes are made. All employees affected by
14 change will be given two (2) weeks notice.

15
16 D. Recall Procedure. The most senior employee on layoff shall be the first
17 employee recalled to work. (See Article 9, A., 1)

18
19 Employees shall be notified by certified mail, at the last known address,
20 of their recall. The employee shall have five (5) workdays to notify the
21 Board of his/her intent to return to work. The employee shall be
22 responsible for supplying the Board with his/her current address.
23 Refusal of an offer from the Board of an equivalent position for which the
24 laid off employee is qualified, or failure to respond within five (5)
25 workdays of the receipt of a written offer, shall constitute a forfeiture of
26 all seniority and rights of recall. An equivalent position will be defined as
27 a position with the same (or greater) number of hours.

28
29
30 **Article 10**

31 **Miscellaneous Provisions**

32
33 A. Agreement Distribution. Copies of this Agreement shall be printed at
34 Board expense. The Board will provide a copy of the Agreement for each
35 association member. In addition to a copy of this Agreement, new
36 members shall receive appropriate insurance and retirement forms at the
37 time of hire.

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B. State Law. The 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 and the Association. In the event any provision of this Agreement shall at any time be held to be contrary to the 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.

C. Act of God Days. "Act of God" days beyond the allowance by Michigan Law and the Department of Education regulations will be made up by the students and assistants at the end of the school year or at other times as specified by the calendar. Assistants will only receive compensation for the "Act of God" days allowed. When a scheduled day of schoolwork is delayed, association members shall report as near as possible to their regular starting times. Assistants will receive their full day's pay when the school day is shortened due to weather or mechanical problems.

D. Mileage. An association member directed by the building principal to drive his/her personal automobile for school business shall receive a mileage allowance that shall be at the IRS' established rate per mile.

E. Tuition. When an association member upgrades his/her skills by taking job related workshops which have been pre-approved by the Board of Education, tuition and book fees incurred will be assumed by the Board upon successful completion of the course. When an association member is required by the Board to upgrade his/her skills by taking courses, all expenses incurred will be assumed by the Board.

F. Salary and Sick Day Notification. All association members shall receive, not later than October 1st, a report of their step on the salary schedule, salary for the year, the number of pay periods as well as the salary for each pay period and their accumulated number of sick days and business leave days.

- 1 G. Special Training. If an association member serves as a
2 preschool/inclusion aide, this member may be required, at the Board's
3 option, to take additional training for this position at the expense of the
4 Board.
5
- 6 H. Notification of Assignment. Paraprofessionals will receive tentative
7 notification of assignment by August 1st. If the assistant is seeking a
8 change in assignment, he/she may request such in writing to the
9 Superintendent by April 15. Such requests will be considered by the
10 administration prior to the August 1st placements.
11
- 12 I. Equipment Use. JA/PA will be permitted to use school equipment,
13 typewriters, duplication equipment, telephones, calculating machines,
14 and all types of audio-visual equipment at reasonable times, when such
15 equipment is not otherwise in use. The Association shall pay the cost of
16 all materials and supplies incident to such use. No equipment shall be
17 removed from the school premises for the Association's use.
18

19
20 **Article 11**
21 **Evaluation**
22

- 23 A. Each employee's job performance shall be evaluated at least every two (2)
24 years in writing by the principal.
25
- 26 B. If the employee has any questions regarding his/her evaluation, the
27 employee may request a conference regarding the evaluation.
28
- 29 C. The evaluation report shall be signed by the employee, as evidence of
30 having seen or read the evaluation report. In addition, space shall be
31 provided on the evaluation form for employee comments. A copy shall be
32 provided to the employee.
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- 1 D. If a disciplinary demotion of a member is to be considered because of
2 inadequacies observed in the member's work, such action must be
3 preceded by:
4
- 5 1. Clear direction to the member that he/she must improve and the
6 consequences of failure to do so.
7
 - 8 2. Opportunity and time for the association member to make
9 improvement upon mutual agreement of both parties.
10
 - 11 3. Identification of the specific ways in which the employee is to
12 improve and documented direction from administrators and school
13 district resources to help the member improve.
14

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16
17 **Article 12**

18 **Protection of Association Members**

- 19
20 A. The Board will continue its policy of non-discrimination with respect to
21 any association member by reason of race, creed, color, national origin,
22 gender, marital status, or membership in, or association with, the
23 activities of any bargaining association organizations.
24
- 25 B. No association member shall be disciplined, reprimanded, suspended,
26 reduced in rank, or discharged without just cause. There will be a policy
27 of progressive discipline which minimally includes verbal warning,
28 written warning, reprimand, suspension without pay, with discharge as a
29 final and last resort. Any action taken against an association member
30 shall relate only to the said violation and not to other aspects contained
31 in previous evaluations. The Association recognizes that if an employee
32 engages in a serious breach, the employee may be subject to severe
33 discipline. The severity of the discipline may be grievable.
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- C. An association member shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the association member's file. When a request for such representation is made, no action shall be taken with respect to the association member until a readily available representative of the Association is present. Further, in the event disciplinary action is to be taken, the member shall be advised of the right to representation under this provision of the Agreement prior to action being taken.

- D. When a member is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she will be paid his/her full Worker's Compensation for the period of absence not to exceed one year.

- E. An employee will have the right to review the contents of his/her personnel file excluding initial references; and to have a representative of the Association accompany him/her in such a review.

Article 13
Hours and Work Week

- A. Hours Per Day. The employee's workday shall consist of a maximum of six (6) hours, including breaks with the exception of special education paraprofessional assistants who may work a maximum of seven (7) hours per day including breaks if specifically written into a student special education (IEP) plan. The seven (7) hour positions must be posted yearly to be determined by seniority, with the most senior paraprofessional assistant that applies receiving the position. For purposes of this section, there shall be two categories: Full-time, and Part-time, as set forth in Article 8, Section B.

- 1 B. Break Time. There will be one (1) fifteen (15) minute paid break during a
2 three (3) or four (4) hour workday. There will be two (2) fifteen (15) minute
3 paid breaks allowed during a five (5) hour or six (6) hour workday. A
4 thirty (30) minute unpaid lunch period will also be included in days of
5 four (4) hours or more.
6
- 7 C. Scheduled Work. Paraprofessionals shall be employed and paid only
8 when students are in school. Principals may ask individuals to work
9 when students are not in school. If an assistant is called in, he/she will
10 be paid at the regular pay rate.
11
- 12 D. Work Other Than School Hours. If employees are required to work more
13 than their regular work hours, including field trips, they shall be
14 compensated at the regular rate of pay, not to exceed six (6) hours.
15
- 16 E. Calendar. The employee's work year will be at a maximum of one
17 hundred eighty (180) days, or the number of days established by the
18 state and confirmed by the Board of Education. If an employee's work
19 year is less than one hundred eighty (180) days, the JA/PA may suggest
20 a workable plan for the scheduling of the shortened days. The minimum
21 number of work days shall not fall below the minimum number required
22 for one (1) year retirement credit. On teacher in-service/professional
23 development days, training opportunities may be offered for JA/PA
24 members.
25
- 26 F. The number of six (6) hour positions for a given school year shall be
27 determined by the administration. The union will submit a list of
28 employees to fill these positions. This list will be based on qualification
29 (Preschool) and seniority. The administration will then determine the
30 building/classroom assignment for all six (6) hour positions.
31

JEFFERSON SCHOOLS

2004-2005 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/25 First Day of School (students)
 9/3-6 Labor Day Break
 10/20 Countywide In-service Day (Teachers only)
 11/25-26 Thanksgiving Break
 12/20-12/31 Christmas Break
 Inservice Dates 8-23, 8-24, 10-20, 2-22, 3-24,

1/17 Semester Break
 2/21 Winter Break
 3/25-4/1 Easter Break
 5/30 Memorial Day
 6-7 & 6-8 Half Day Students
 8-23, New Teacher Day

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Notes:

(1) The number appearing to the left of each month represents the number of days available for instruction.

Jefferson Schools 2005-2006 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/24 First Day of School (students)
 9/2-5 Labor Day Break
 10/19 Countywide In-service Day (Teachers only)
 11/24-25 Thanksgiving Break
 12/21-1/3 Christmas Break
 Inservice Dates 8-22, 8-23, 10-19, 3-14, 5-11

1/16 Semester Break
 2/20 Winter Break
 4/14-4/21 Easter Break
 5/29 Memorial Day
 6-6 & 6-7 Half Day Students
 8-22, New Teacher Day

| AUGUST | | | | |
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| FEBRUARY | | | | |
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Notes:

(1) The number appearing to the left of each month represents the number of days available for instruction.

Jefferson Schools 2006-2007 District Calendar

 = Holidays / Vacations



 = Dates of Importance

 = Inservice Day









8/29 First Day of School (students)
 9/1-4 Labor Day Break
 10/18 Countywide In-service Day (Teachers only)
 11/23-24 Thanksgiving Break
 12/20-1/2 Christmas Break
 Inservice Dates 8-25, 8-28, 10-18, 3-20, 5-10,

1/22 Semester Break
 2/19 Winter Break
 4/6-4/13 Easter Break
 5/28 Memorial Day
 6-11 & 6-12 Half Day Students
 8-25, New Teacher Day







AUGUST

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
APRIL

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

SEPTEMBER

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
JANUARY

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OCTOBER

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FEBRUARY

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
JUNE

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NOVEMBER

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MARCH

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Notes:

(1) The number appearing to the left of each month represents the number of days available for instruction.

Article 14
Wages and Benefits

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A. Salary. The salaries of the members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement. Each year, all employees shall be eligible to receive a one-step increase until the employee has reached the top step on the salary schedule.

B. Paid Holidays. Association members shall receive as paid holidays the following:

1. Thanksgiving Day
2. Christmas Eve
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day

C. Insurance. The Board shall provide group term life insurance in the amount of \$10,000 and Long Term Disability Insurance.

D. Longevity Payments. Longevity shall be computed as of July 1st of each year. All members who have completed seven (7) years or more of continuing service to the district as a teacher assistant shall receive a longevity payment. Beginning with the 2005-2006 school year, eligible members will receive one-hundred percent (100%); with the 2006-2007, eligible members will receive three quarters percent (75%); and with the 2007-2008, eligible members will receive one-half (50%) of the scheduled annual longevity payments. Payment shall be made the following December of each year according to the following schedule:

- At least 7 years - \$400.00
- At least 15 years - \$500.00

E. No longevity Benefits will extend beyond June 30, 2008

Schedule A

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All employees covered by this Agreement shall be compensated per the following schedule:

| | 2004-05 | 2005-06 | 2006-07 |
|---------------|----------------|----------------|----------------|
| Step 1 | \$11.17 | \$12.26 | \$12.26 |
| Step 2 | \$11.29 | \$12.38 | \$12.38 |
| Step 3 | \$11.52 | \$12.61 | \$12.61 |
| Step 4 | \$11.89 | \$12.98 | \$12.98 |
| Step 5 | \$12.37 | \$13.46 | \$13.46 |
| Step 6 | \$12.98 | \$14.07 | \$14.07 |

Schedule B

DUES AUTHORIZATION FORM

I, the undersigned, authorize the Jefferson Board of Education to deduct in equal payments from my salary the equivalent of NEA, MEA and JA/PA dues as stated in Article 3, Section C for the purpose of:

_____ Membership _____ Representation Fee

Name _____

Date _____

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Schedule C

**INTENT TO PAY MEMBERSHIP DUES AND ASSESSMENTS IN
CASH**

I, the undersigned, recognize that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all paraprofessionals who are beneficiaries of such agreements. Therefore, it is my intent to pay membership dues and assessments in cash. I will make payments within sixty days from commencement of the school year. Further, I understand that failure to make the necessary dues and representation cost payments will constitute just cause for discharge from my employment.

_____ Membership _____ Representation Fee

Name _____

Date _____

Schedule D

TO: JEFFERSON SCHOOLS PAYROLL DEPARTMENT

Pursuant to the provisions of Article 4, sections A and B of the Jefferson Paraprofessionals contract with the Jefferson Schools; I request compensation for _____ days from my bank of sick days.

Signature

Date

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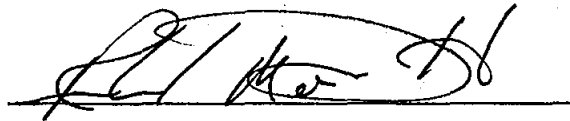
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Duration of Agreement

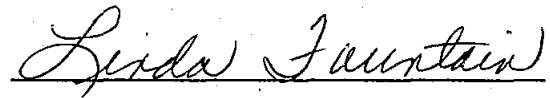
This Agreement shall be effective as of July 1, 2003 and shall continue in effect until the end of the contract year June 30, 2007. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on that date indicated.

Jefferson Schools

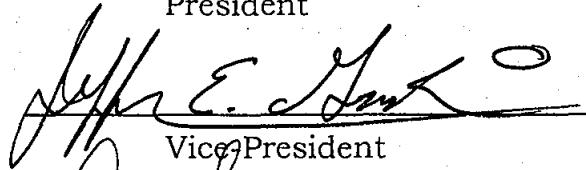
For the Association



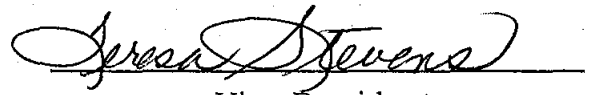
President



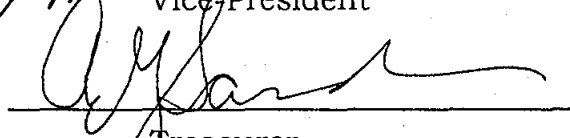
President



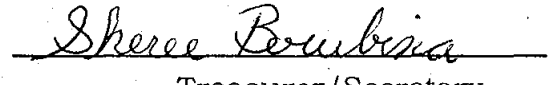
Vice-President



Vice-President



Treasurer



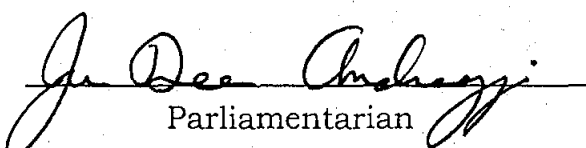
Treasurer/Secretary



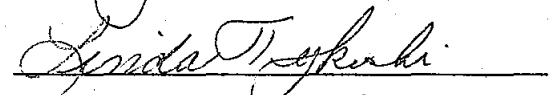
Secretary



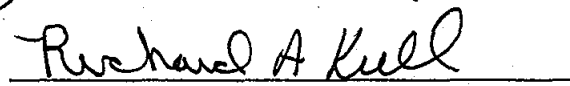
Representative



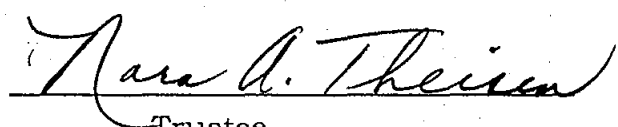
Parliamentarian



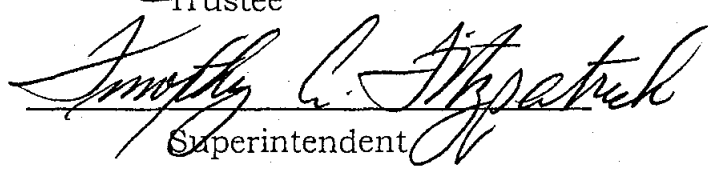
Representative



Trustee



Trustee



Superintendent