

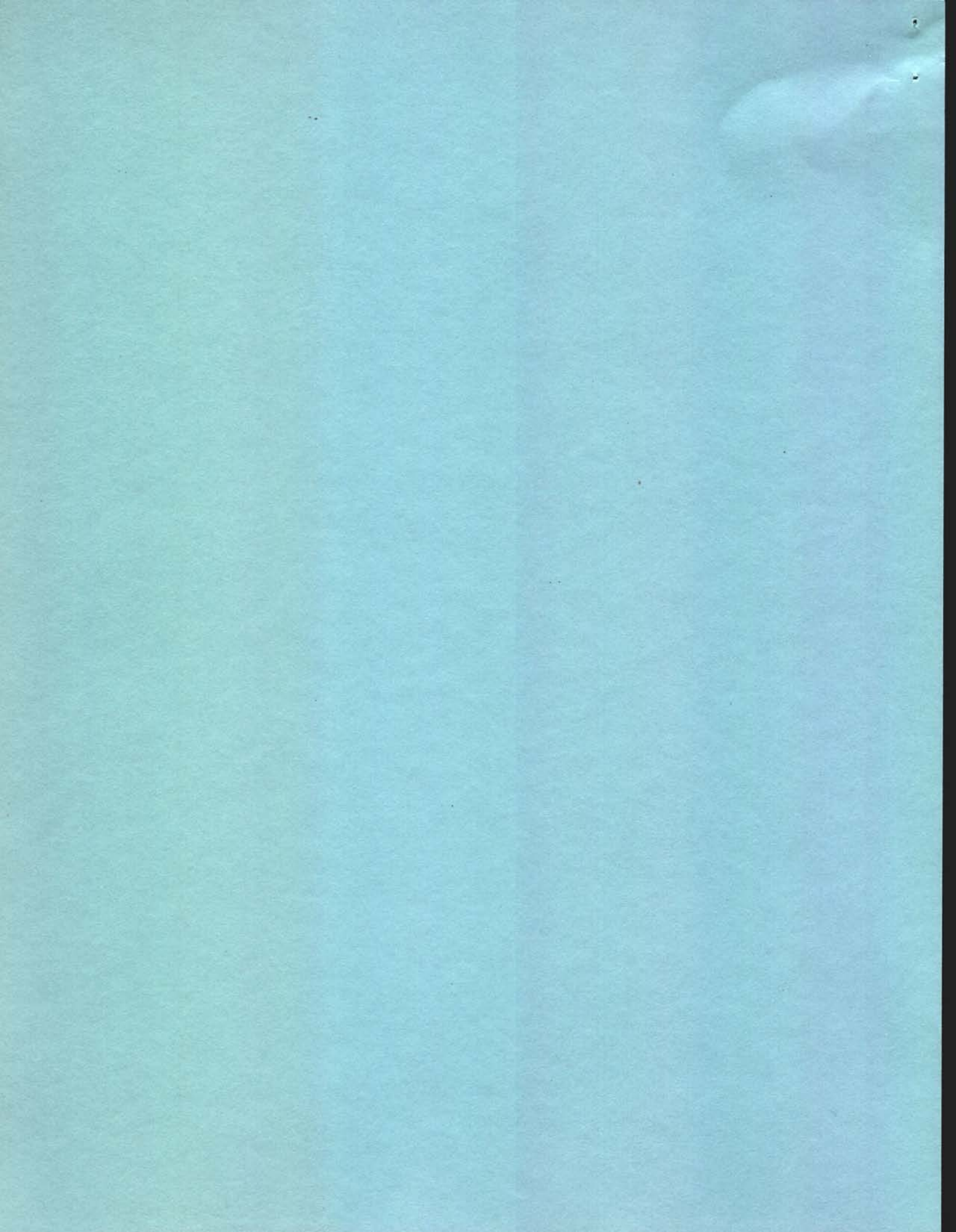
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6/30/2000

**Northview Public Schools
Employment Regulations**

**Paraprofessionals' Association
July 1, 1997 - June 30, 2000**

Northview Public Schools



Northview Public Schools
Paraprofessionals' Association

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Northview Public Schools
Employment Regulations
Paraprofessionals' Association

The employee benefits and job conditions which are described in this policy statement are set by the Board of Education to reward you for the skill, effort and experience that you apply to your job. These benefits and regulations represent the combined thinking of the Board, the Administrative Staff, and many of the employees who have expressed themselves on this matter. Any questions which arise can be handled promptly and fairly, provided you make them known to your Supervisor or the Assistant Superintendent. We are always willing to discuss and give consideration to your questions and any suggestions that you might have.

The benefit levels established by this document will remain in effect until June 30, 2000. Any changes after that date will be discussed in advance with you.

Agreement

This Agreement was made and entered into this 11th day of August, 1997, between the Board of Education of Northview Public Schools and the Northview Paraprofessionals' Association.

Article I - Employment Coverage

The Board recognizes the Northview Paraprofessionals' Association as representative of all regular classroom, special education, reading, library, office, and preschool paraprofessionals employed by the Northview Public Schools, excluding substitutes and all other employees.

Article II - Employee Rights

Section 1

The Board of Education recognizes these employees for the purposes of improving communications between employees and representatives of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for any desired meetings provided arrangements have been made in advance with the administration.

Section 2

For the purpose of reviewing employee suggestions and complaints under the procedure provided in Article XVI hereof and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Northview Public School Board of Education recognizes representatives of the covered employee group.

Section 3

The Association and its members may schedule meetings in school buildings through the regular Building Use Form. With the approval of the Assistant Superintendent, one meeting of up to two (2) hours may be held during normal working hours provided it is not a day of student instruction.

Article III - Board Rights

The Board of Education on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its employees, properties and facilities.
- b. To hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.
- c. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article IV - Seniority

Section 1

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. All new employees shall be considered probationary until they have worked for sixty (60) calendar days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire. Probationary employees may be terminated with or without cause.

Section 2

In all promotions to positions within the Paraprofessionals as well as in all layoffs and recalls, the seniority of employees within the group shall be considered along with skill and ability of the employees concerned. Provided skill and ability of employees as determined by the Board of Education are relatively equal, seniority shall govern.

Section 3

Notices of vacancies will be posted in all buildings if the position is anticipated to be vacant for more than ninety (90) days. Vacancies of less than ninety (90) days do not need to be posted and may be filled by substitutes. No posted vacancy shall be filled until it has been posted for at least five (5) days.

Section 4

Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged for just cause; or she/he fails to report after a leave of absence.

Section 5

1. If a layoff occurs for any reason, and newly hired probationary employees are employed in the classification affected, they shall be the first to be laid off.
2. Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board:
 - a) Skill and ability
 - b) Experience and qualification
 - c) Prior job performance
 - d) Seniority

If a more senior employee is laid off, the employee and the Association will be notified of the reason for retaining a less senior employee.

3. Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.
4. A recall list shall be maintained by the Board for a period not to exceed two (2) years.

Article V - Work Year, Day, and Hours

Section 1. Work Year.

The normal work year will be all student instruction days, plus the regular teacher work days, unless notified in advance by the administration.

Section 2. Work Day.

The normal work day shall be a maximum of 6.5 hours (excluding lunch time). Employees may be assigned less hours by the immediate Supervisor as approved by the Assistant Superintendent.

Section 3. Working Hours.

The normal working hours shall be assigned by the immediate Supervisor.

Section 4. Staff Meetings.

Each regular employee may be required to attend staff meetings as part of their regular assignment.

Article VI - Conditions of Employment

Health

Section 1.

Each new employee before taking up her/his duties for the school district must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Assistant Superintendent.

Section 2.

Each employee shall meet the State requirements concerning the tuberculosis examination. Failure to comply with this requirement will result in time off, without pay, until the proper records are submitted to the Business Office. Examinations are to be completed prior to fifteen (15) days after the beginning of the school year in the year required, or after the date of hire. (Requirements are once every three [3] years.)

Article VII - Evaluations

Each employee shall be evaluated:

1. Twice during the first year of employment. (On or before January 1 and May 1).
2. At least once during each succeeding year. (On or before May 1).

The evaluations shall be in writing pertaining to the job description and the goals of the position.

The evaluation shall be performed by the Building Principal and/or the immediate supervising teacher.

The evaluation shall be reviewed with employee with a counter signature indicating having reviewed the evaluation.

Each employee may attach her/his comments to the evaluation before transmittal to the Administration office.

Article VIII - Retirement

Section 1

The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

Section 2

After ten (10) years of continuous employment a full-time employee who reaches the age of retirement to qualify for benefits under the Michigan Public School Retirement System and severs his/her employment

with the Northview Public Schools, the Board shall pay the employee for each day of accumulated unused sick leave the following rate: **\$12.00 per day.**

Regular part-time employees working at least four (4) hours per day who also meet the above criteria will be paid at the rate of \$7.00 per day. If a part-time employee moves to school year status, their accumulated sick days will be converted to school year equivalent days.

Example: 100 days accumulated at four (4) hours per day convert to 67 days at 6 hours per day.

Article IX - Employee Classification

School Year, Regular Part Time and Part Time Employees:

1. School Year: Employees working six (6) hours or more per day and at least a school year or more, but less than 48 weeks.
2. Regular Part-Time: Year-round or school year employees working on a regular basis (every day) but less than six (6) hours per day.
3. Part Time: Any other employee.

Article X - Leaves With Pay

Section 1. Illness.

A School Year and Regular Part-Time employee absent from duty on account of personal illness shall be paid her/his full salary for the period of absence, not to exceed one (1) day per month or a total of ten (10) days in any one year, except where additional time has been accumulated. Illness of a member of the immediate family shall not exceed five (5) days in any given school year.

Each School Year and Regular Part-Time employee shall have placed to her/his credit ten (10) days of sick leave each year. Part Time employees who work twenty (20) or more hours per week will receive a pro-rated sick leave allowance.

Example: 3 days per week = 60% of 10 or 6 days per year.

The maximum number of days to accumulate shall be one hundred-twenty (120). All sick leave credits shall terminate when the employee leaves the employment of the district prior to retirement. Employees retiring from the district will receive compensation for unused days as specified in Article VIII - Retirement. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

Part Time employees working on a regular basis for more than ten (10) hours per week will receive a pro-rated sick leave allowance of four (4) hours per year based on their regular hours worked.

An employee who desires to use a sick leave day must notify the Supervisor as soon as possible that she/he will be absent and in no case later than 7:00 a.m. on the day of absence.

If an employee is unable to complete a school year and who has previously used more of the sick leave days attributable to that year than she/he would have accrued at the rate of one day per month of service, shall have the value of such excess days deducted from her/his last pay check.

Section 2. Personal Business.

1. Each School Year employee, after the probationary period has been completed, will be allowed a maximum of two (2) days absence, during the school year, for the transaction of personal business or for the handling of matters of a personal nature which cannot be attended to on weekends, outside

normal school hours, or during vacation periods. Part time employees will be eligible for one (1) day per year. Examples: Doctor appointments, legal appointments, weddings, moving, bereavement, mortgage closing, children's school activities. Unused personal business days will be added to the employee's sick leave accumulation subject only to the maximum accumulation.

2. A leave request form must be submitted to the principal or supervisor at least five (5) working days in advance of the anticipated absence except in cases of unforeseen emergency. The employee may, but is not required to, state the reason for the leave.
3. Personal business days may not be used immediately before or following a holiday or vacation, or the first or last day of the school year, except by express approval of the Assistant Superintendent or designated representative.

Section 3. Death in the Family.

Absence without loss of salary shall be allowed according to the following schedule:

Death of parent, parents-in-law, spouse, child, sister, brother:

---up to five (5) workdays.

Death of other member of the immediate family of employee's spouse:

---up to two (2) workdays.

Death of other relative or friend:

---up to one (1) workday.

The first five (5) days will not be charged to sick leave. Any days absent in excess of five days will be charged to annual or accumulated sick leave. If sick leave is not available any approved days off will be without pay.

Section 4. Other.

Any absence for reasons other than the above must be discussed in advance with the Assistant Superintendent, or her/his representative. Cases not specifically defined in these policies will be handled on an individual basis.

Section 5.

All leaves are considered as time off for the reasons necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Assistant Superintendent. The offense may constitute grounds for dismissal.

Section 6.

Employees will be paid when school is canceled for snow day(s) or other "Acts of God" unless the day(s) are required to be rescheduled to meet the State requirement of 180 days of instruction.

Article XI - Leaves Without Pay

Section 1

Employees may, at the discretion of the Board, be granted a leave of absence without pay.

Section 2

Requests for leave without pay shall be in writing and shall be signed by the employee and given to the immediate Supervisor. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing.

Section 3

Absence without leave approval, except in emergency situations, shall be cause for termination of employment.

Section 4

Leaves of absence will not be granted for vacation periods and purposes or for the extension of school vacation periods or holidays. The offense may constitute grounds for dismissal.

Article XII - Workers' Compensation

Section 1

An employee injured on the job shall report such injury at once to the business office or said employee's immediate supervisor. All reports must be filed at the business office as soon as possible after the incident has occurred.

Section 2

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

1. receive Workers' Compensation benefits,
- (OR)
2. receive sick leave payments.

If this option is selected the employee will be paid during the period of disability until their sick leave entitlement is exhausted.

After this period of time, the employee receives only the Workers' Compensation benefits and then becomes responsible for all personal commitments.

Section 3

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XV - Insurance, through the end of the fiscal year in which the injury occurs.

Article XIII - Holidays

Section 1

The following conditions shall be met in order to obtain holidays with pay:

1. On the date of the holiday the employee has been on the payroll for at least thirty (30) days.
2. The employee has completed the last scheduled work day, for her/his classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commences work at the scheduled time on the next regularly scheduled work day after the holiday.
3. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement two (2) shall not apply.

Section 2

Each School Year or Regular Part-Time employee shall be entitled to one (1) day's pay for each of the following holidays:

Labor Day	Memorial Day
Thanksgiving Day	Christmas Day
Friday after Thanksgiving	New Year's Day
Floating Holiday*	

*To be used during Christmas or Spring Break, or Good Friday, or other scheduled break in the school calendar.

Each Part Time employee working 15 hours or more per week will be entitled to one (1) day's pay for each of the following holidays:

Thanksgiving Day	New Year's Day
Friday after Thanksgiving	

Part Time employees working more than ten (10) hours per week will receive pay for Christmas Day based on their regular hours worked.

Article XIV - Vacation

Section 1

1. Each School Year and Regular Part-Time employee shall receive two (2) weeks (10 working days) vacation pay after having been employed for one school year of continuous service.
2. Each Part Time employee working 15 hours or more per week shall receive four (4) days vacation pay after having been employed for one (1) school year of continuous service.

Section 2

Employees are expected to take their earned vacation during the Christmas, Spring, or other vacation period when the students are not in session.

Section 3

Employees working one (1) year or less of continuous employment shall receive pro-rated vacation days based on the percentage of the work year employed.

If an employee leaves the employ of the district, it is understood that an employee who has earned a vacation as provided in Section 1, shall be entitled to a vacation pay, pro-rated, regardless of the reason for leaving the District.

Section 4

Employees required or permitted to work during these specified vacation periods shall receive compensatory time off at a later date or a corresponding amount of straight time pay.

Section 5

Employees may request one (1) day of vacation during the school year. Requests should be directed to the principal or supervisor for approval.

Article XV - Insurance

Section 1

The Board will provide a comprehensive, semi-private, single subscriber insurance program for each School Year employee who elects such coverage. The specific terms and conditions of these coverages are set forth in the Group policies provided.

Section 2

If a School Year employee does not choose hospitalization insurance, she/he may elect:

- a) A single or full family dental insurance program approved by the Board

AND

- b. A single or full family optical insurance program approved by the Board and a \$5,000 Group Basic Term Life policy.

OR

- c. Up to \$120.00 per month towards the purchase of approved options. The district's tax qualified flexible benefits plan (Section 125) is the vehicle for all options selected.

Section 3

Regular Part-Time employees working 20 hours or more per week may elect the optical and life insurance coverage specified in Section 2(b) above.

Section 4

Such contributions shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1.

Section 5

Coverage will terminate at the end of the month in which the employee leaves the School District.

Section 6

Any new or increased insurance coverage elected will be effective October 1, 1997 if the election form has been completed prior to that date.

Article XVI - Procedure for Suggestions and Complaints

Section 1

Any employee may discuss a suggestion or complaint with her/his immediate Supervisor/Principal at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

Section 2

If a complaint is not satisfactorily handled in this manner or if an employee feels that a suggestion she/he has made is not adequately credited, she/he is encouraged to reduce the matter to writing no later than the third working day following the discussion with her/his Supervisor/Principal. A copy of this writing shall be given to the Supervisor/Principal.

Section 3

If the matter is still pending for three (3) working days following receipt of this writing by the Supervisor/Principal the latter will arrange for a meeting with the employee, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Supervisor/Principal's receipt of the written communication.

The Supervisor/Principal shall render her/his written disposition of the matter following the meeting. She/he shall give a copy of her/his disposition to the employee and the representative.

Section 4

If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Assistant Superintendent of Northview Public Schools no later than the third working day following the date of this disposition specified in Section 3. Time is considered an important factor in this procedure.

After a full investigation of the matter and discussion of it with the employee involved, and in no event later than the end of the fifth working day following receipt of the appeal by the Assistant Superintendent, she/he shall give her/his written disposition of it.

Section 5

If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Northview Superintendent and thence to the Board of Education for further review provided the employee acts promptly and continues to pursue her/his rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, and to present any employee witnesses necessary to a full presentation of her/his suggestion.

Article XVII - Longevity

School Year employees completing their sixth (6th) full year of employment shall receive longevity pay per the following schedule:

	1997-98	1998-99	1999-2000
7 years	\$204.00	\$208.00	\$212.00
12 years	\$291.00	\$297.00	\$303.00
17 years	\$350.00	\$357.00	\$364.00
22 years	\$408.00	\$416.00	\$424.00

Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in a lump sum in the last payday in June beginning with the seventh year.

A Regular Part Time employee, who works 20 hours or more, shall receive the above benefits pro-rated based on actual hours worked. Service credit will be based on continuous years of employment with the school district.

Article XVIII - Duration

Section 1

This contract shall become effective July 1, 1997, and remain in full force and effect until June 30, 2000.


Section 2


On or before May 1, 2000, the Board of Education agrees to meet with representatives of the Northview Paraprofessionals' Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the employees in the unit covered, has been proposed by the Board of Education. Representatives of the Association shall not exceed three (3) in number.

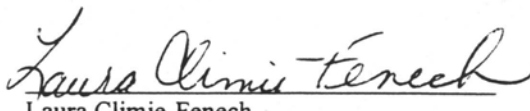
BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS

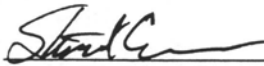
PARAPROFESSIONALS' ASSOCIATION
NORTHVIEW PUBLIC SCHOOLS

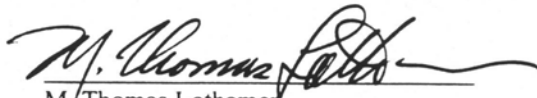

Maureen G. Martin
Assistant Superintendent


Kathy Skudre
Association Member


Michael A. Stearns
Principal


Laura Climie-Fenech
Association Member


Steven D. Crandall
President, Board of Education


M. Thomas Lothamer
Secretary, Board of Education

Supplemental A - Salary Schedules

Hired before January 1, 1998:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Step 1	\$7.97	\$8.13	\$8.29
Step 2	\$8.24	\$8.40	\$8.57
Step 3	\$8.57	\$8.74	\$8.91
Step 4	\$9.80	\$10.00	\$10.72
Step 5	\$10.30	\$10.51	\$10.72
Step 6	\$10.81	\$11.03	\$11.25

Hired after December 31, 1997:

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Step 1	\$7.97	\$8.13	\$8.29
Step 2	\$8.24	\$8.40	\$8.57
Step 3	\$8.57	\$8.74	\$8.91
Step 4	\$9.04	\$9.22	\$9.40
Step 5	\$9.50	\$9.69	\$9.88
Step 6	\$9.96	\$10.16	\$10.37

New employees will be placed on Step 3, or lower, depending on prior experience and/or educational preparation.

