

3719

8/31/2000

MASTER AGREEMENT
BETWEEN
PORT HURON AREA SCHOOL DISTRICT
AND
PORT HURON SCHOOL ASSOCIATION OF PARAPROFESSIONALS
1996-97, 1997-98, 1998-99, 1999-2000

Port Huron Area School District

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A G R E E M E N T

It is mutually agreed as follows:

ARTICLE I

RECOGNITION

The District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to the rights of pay, wages, hours of employment and other conditions of employment for the entire term of this Agreement for all classroom paraprofessionals, including those involved in Title I programs, Special Education programs, other District programs, and media paraprofessionals, elementary service personnel, and childcare givers, and excluding all other employees.

ARTICLE II

ASSOCIATION RIGHTS

- A. Duly authorized Association representatives may be permitted to visit work locations provided they do not interfere with or interrupt work activities or normal operations. Any duly authorized Association representative must first secure permission from the Building Administrator and shall advise the Administrator of the reason for said visit.
- B. No paraprofessional will engage in Association activities during the paraprofessional's working hours that may interfere with her/his normal productivity. Permission based on the above considerations will come from the paraprofessional's immediate supervisor.
- C. The Association shall have the right to use the school building facilities under the same policies as other organizations in the District.
- D. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association

mutually agree.

- E. Reasonable use of bulletin boards shall be made available to the Association and its members for notices and news of Association business.
- F. Use of inter-office mail service shall be made available to the Association and its members for Association business, provided that such use does not interfere with, or add to, normal schedules or operation.
- G. The Association shall have the right to use equipment such as typewriters, mimeographing machines, other duplicating equipment and calculating machines, at reasonable times when such equipment is not otherwise in use after regular school hours. The Association shall be responsible for such equipment and pay for the actual costs of all labor and supplies associated with such use.
- H. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all paraprofessionals. No religious or political activities in the personal life of an paraprofessional, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such paraprofessional. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- I. Paraprofessionals Advisory Council: The District agrees to continue to meet with representatives of the Association as requested to discuss the interpretation and administration of the Agreement as it relates to day-to-day activities. Meetings shall be scheduled after school as needed for the Council to meet. These conferences are not meant to be an extension of the collective bargaining process; they are meant as informational meetings only. Minutes may be taken at such meetings and placed in a notebook for future reference.
- J. Whenever it is necessary for any officer of the Association to leave her/his work to handle a grievance, he/she shall be entitled to the necessary time required with the approval of the Building Principal

or immediate supervisor with notification to the Human Resources Department.

- K. Paraprofessionals will be provided an annual Identification Card that will provide as a pass for the paraprofessionals and one other person to attend, at no charge, all District sponsored athletic events.
- L. The District agrees to provide copies of this Agreement, at the District's expense, to the Association or any individual member of the bargaining unit upon request.
- M. The Port Huron School Association of Paraprofessionals will furnish the District with the names of its officers and duly authorized Association representatives by no later than January 30 of each year and such changes as may occur from time to time in personnel so that the District may, at all times, be advised as to the authority of the individual representatives of the Association. The District shall not be required to deal with employees who are not duly authorized representatives.
- N. The paraprofessional is expected to carry out reasonable directions of his/her immediate supervisor that are not contrary to the terms of this Agreement nor will endanger the paraprofessional's health and well being.
- O. A paid leave-of-absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. All requests should be submitted prior to the actual date requested, not after the fact. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the paraprofessional or the Association, except for a substitute, and shall be charged to the Association's five (5) day allowance. A minimum charge of one-half (1/2) day will be used.
- P. Individual rights: Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other

applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

FINANCIAL RESPONSIBILITY

A. Agency Shop:

1. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Association. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
 - a. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not solely for members of the Association.
 - b. All present employees who are members of the Association and voluntarily committed to the payment of Association dues, on the effective date of this Agreement, shall continue to be obligated to make payment of Association dues or a service fee equal to the amount of said dues as a condition of continued employment. All future employees hired by the District after the date of execution of this Agreement shall become obligated as a condition of continued employment, after completion of sixty (60) calendar days following hire, to pay Association dues or a service fee for the cost of representing the employees in collective bargaining, if such cost is different from the regular dues of the Association.

B. Deductions for Dues Obligations:

1. During the life of the Agreement the District agrees to deduct payments (hereinafter called "dues") from the pay of each employee who voluntarily executes a proper authorization form. Such form shall become effective upon delivery to the District and shall remain in effect unless revoked by the employee. The form may be revoked by the employee with written notice to the District and the Association not more than twenty (20) days and not less than ten (10) days prior to the expiration of the school year.
2. Deductions shall be made only in accordance with the provisions of this section.
3. A properly executed copy of an assignment of dues form for each employee for whom dues are to be deducted hereunder shall be delivered to the District before any payroll deductions are made. Deductions shall be made thereafter only under such assignment of dues forms which have been properly executed and are in effect. Any such forms which are incomplete or in error will be returned to the Association by the District.
4. On or before the fifteenth (15th) day of each month, the Association shall deliver to the District any executed authorization forms under which dues are to be deducted beginning with the following calendar month. After receipt of such authorization form, the dues for each succeeding calendar month shall be deducted twice monthly from the payroll.
5. In the case of employees rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed assignment of dues form, deductions will be made for dues as provided herein.
6. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or

where a deduction is not in conformity with the provisions of a legal assignment or the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

7. Dues deduction shall be remitted to the Treasurer of the Association once each month. The District shall furnish the Treasurer of the Association, monthly, with a list of those for whom deductions have been made.
 8. Any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or sick leave of absence, shall cease to be subject to check off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.
- C. Any dispute arising as to the employee's obligations to the Association under the foregoing subsections may be presented as a grievance as indicated in the grievance procedures.
- D. The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any check-off of any payments to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.
- E. Bargaining unit members may request, in writing or by submission of a deduction authorization, that additional deductions be made from their pay for the following purposes:
1. United Foundation
 2. Credit Union
 3. Tax Deferred Annuity Program
 4. Dues or Service Fee
 5. United States Savings Bonds
 6. Health Insurance
 7. Dental
 8. Vision
 9. New deduction plans as determined by the District

ARTICLE IV

CLASSIFICATION AND SENIORITY

A. Job Classification

1. Paraprofessionals will be divided into five job classifications as follows:
 - a. Instructional paraprofessionals
 - b. Special Education paraprofessionals
 - c. Media paraprofessionals
 - d. Elementary Service Personnel
 - e. Childcare Givers

B. New and Probationary Paraprofessionals

1. Each new paraprofessional shall serve a sixty (60) working day probationary period during which time there shall be no responsibility on the part of the District for his/her continual employment. Previously employed probationary paraprofessionals who the District cannot return to their previous year's building for assignment, and are assigned to a new building, will start their probationary period over again.
2. The District has the right to hire a new or returning paraprofessional at any rate within the confines of the Salary Schedule it deems commensurate with her/his experience or training. A returning paraprofessional shall be given full experience credit for previous experience in the District if the paraprofessional returns to the same classification. The District may adjust the rate of pay of the probationary paraprofessional at the time it so deems the change is justified.

3. Each new paraprofessional shall serve a sixty (60) working day probationary period during which time there shall be no responsibility on the part of the District for her/his continual employment or re-employment. During such probationary period the paraprofessional will be paid at the appropriate rate for his/her classification. A new paraprofessional will receive her/his step increase according to the following schedule:

Probationary period ends after July 1 but before January 1; then Step B wage begins January 1.

Probationary period ends after January 1 but before July 1, then Step B wage begins July 1.

4. On occasion the District may employ non-classified personnel for part or full time work. These employees are intended to be temporary personnel only. Such paraprofessionals will not be hired during a lay-off period unless all laid-off paraprofessionals who are qualified refuse the assignment.

C. Seniority:

1. Seniority Date - The District agrees to establish for each paraprofessional a seniority date beginning the first day the paraprofessional began work in a regular position on a continuous basis.
2. In the event of more than one (1) employee having the same effective date of employment, the last four digits of the social security numbers will be used to determine placement on the seniority list. Such employees will be placed in order; the employee with the lowest social security number to be listed first on the seniority list. The employee with the lowest social security number will have the higher seniority.

3. Seniority - Seniority will be lost for the following reasons:
 - a. If the paraprofessional quits
 - b. If the paraprofessional is discharged for just cause
 - c. If the paraprofessional fails to report for twenty-four (24) hours or more without notifying the Human Resources Department or his/her building principal not later than the start of his/her shift on the second day unless such absence is caused by a situation over which he/she has no control. Such absence will be explained upon his/her return.
 - d. In the event of a layoff, if the paraprofessional fails to return to work within five (5) days after being notified to report for work by certified mail with return receipt.
 - e. If the elapsed time of layoff period exceeds the seniority at the time of layoff to a maximum of two (2) full years from date of actual layoff.
 - f. Retirement
4. Seniority List - Paraprofessionals will be placed on the seniority list by classification according to their seniority date. A copy of an up to date seniority list shall be provided to the officers and members of the union by March 1 of each year and the President of the Association will be notified of all changes as they occur.
5. Employees on layoff or unpaid leave for less than one year will continue to accrue seniority. At the end of one year, he/she shall have his/her seniority credit frozen until recalled to work or returned from leave.

ARTICLE V

LAYOFF AND RECALL

- A. In the event it becomes necessary to make reductions in the number of paraprofessionals, the District will meet with the Port Huron School Association of Paraprofessionals to discuss the situation prior to such action. If an independent action of the School Board makes such reductions necessary, then the "meeting prior to such action" shall mean five (5) school days after the school Board action.

- B. The District shall provide paraprofessionals written notification of their employment status for the upcoming school year.

- C. Recall Procedure
 - 1. Paraprofessionals will return to their previous year's assignments, if available, or to a new position for which they are qualified, if obtained through the bidding procedure.

 - 2. Bumping Procedure
 - a. Paraprofessionals not in assignment and not placed through the bidding process in a new position, will bump the lowest senior paraprofessional within their classification, provided they meet the qualifications of the position. The qualifications for the position will be those qualifications listed on the job description or on the posting for the position.

 - b. If a vacant position is not filled through the bidding or bumping procedure, the most senior paraprofessional on lay-off will be given a sixty (60) duty day on the job trial training placement to enable the paraprofessional to successfully meet the required qualifications. A paraprofessional on lay-off may refuse one trial placement to positions requiring posted qualifications they don't meet and retain their position on the Lay-Off

List. When such a refusal occurs, then the next most senior person on the Lay-Off List shall be offered the trial placement. This procedure shall continue until the Lay-Off List is exhausted or the position is filled. If a paraprofessional refuses a second trial placement, the paraprofessional shall return to the bottom of the Lay-Off List and shall relinquish their unemployment compensation at the time of refusal.

c. At the end of the sixty (60) duty day trial period, the supervising administrator shall evaluate the paraprofessional. A favorable evaluation shall be considered as meeting the listed qualifications and the paraprofessional shall be awarded the position.

d. If at the end of the sixty (60) duty day trial placement, the paraprofessional is unable to meet the qualifications, the paraprofessional will be placed on the Lay-Off List with the appropriate placement based on their seniority.

D. New paraprofessionals will not be hired until all senior paraprofessionals employed by the District during the previous year(s) have been offered an assignment(s) for which they are qualified, and all previously employed probationary paraprofessionals have been given consideration (interviews). Previously employed paraprofessionals who accept substitute assignments will be paid their regular rate of pay.

E. All paraprofessionals on lay-off status are expected to substitute when called and will receive their regular rate of pay. In no event shall a paraprofessional on lay-off status be denied an opportunity to substitute.

F. The District has the right in all cases to adjust remaining staff to meet existing needs.

ARTICLE VI

VACANCIES AND TRANSFERS

- A. The transferring of employees is the sole responsibility of the District. Consideration will be given:
1. To those paraprofessionals currently employed and who have indicated an interest in the position.
 2. To those paraprofessionals who meet job qualifications.
 3. To the paraprofessional's record of past performance.
- B. The District shall make every effort to reach conclusion on a posted vacancy within fifteen (15) working days after the posting is expired. Persons awarded a position who had substituted continuously in that position shall have their seniority established retroactively to the first day they substituted in that position. Only salary and seniority date will be considered retroactive considerations.

The District agrees to promptly post all vacancies in each building within the District. The vacancy posting shall include:

1. Title and category
2. Building location
3. Special qualifications
4. Hours of work/work year

These shall be posted for five (5) working days. Paraprofessionals may apply during the posting period, in writing, to the Human Resources Department for the vacancy. Bid forms will be supplied by the District.

- C. The President of the Association shall receive, within five (5) working days in each instance, copies of all postings and notices of vacancies filled. The administration agrees to notify the Association not less than thirty (30) days prior to officially

changing the written qualifications for any bargaining unit position. The Association shall have the opportunity to file written comments and recommendations regarding the proposed changes in qualifications prior to implementation of such changes for consideration by the Administration.

- D. A paraprofessional's seniority shall be the determining factor in making assignments when all other factors are equal (experience, education, qualifications, ability and compatibility).
- E. The District is not obligated to consider requests for transfer by probationary paraprofessionals during their probationary period. This does not apply to a request for a transfer that would be effective after completion of the probationary period.
- F. When an employee transfers, she/he must remain in that position for the remainder of the school year. This prohibition shall not apply when bidding on a position with a greater number of hours than their current position.
- G. Seniority paraprofessionals shall be given first consideration (interviews) for summer school openings. Compensation shall be at the hourly rate of pay in effect at the end of the previous year. There will be no continuation of regular year contractual benefits.
- H. Prior to the conclusion of the school year, a bid meeting shall be held to fill known vacancies and subsequent vacancies for the upcoming school year. A bid meeting may be held after the beginning of the school year to fill vacancies that occur as a result of classroom adjustments. Such a bid meeting shall be held upon agreement of the Association and the District. The Association and the District shall mutually agree upon time and location of any bid meeting. All paraprofessionals are encouraged to attend.
 - 1. When a bid meeting is scheduled, the following procedures shall be followed:
 - a. Not less than 5 days prior to the actual meeting date, information packets containing notice of time and

location of the bid meeting and a list of all current vacancies, shall be distributed to each building. Those paraprofessionals in programs that have concluded prior to the distribution of packets (i.e.: Young 4's), shall have a packet mailed to their last known address.

- b. Any additional vacancies that become available prior to the bid meeting shall be identified before bidding begins.
 - c. For bid meeting purposes only, paraprofessionals may bid multiple times for positions. Once concluded, any position awarded during the meeting is considered their bid for the year as identified in Article VI, Section F.
 - d. All vacancies shall be first filled by the most qualified senior paraprofessional from within the classification, then by the most qualified senior paraprofessional from outside the classification.
 - e. The bidding process will proceed with the known vacancies filled first, then with vacancies as a result of a paraprofessional bidding, and continue until all positions are filled or no bids are received.
2. Bids will be tentatively awarded based on qualifications and seniority.
- a. The successful bidders will interview with the building principal or supervisor. The principal or supervisor shall provide the paraprofessional with a written explanation of job duties and expectations. Upon conclusion of a successful interview, the paraprofessional shall sign the written explanation of job duties and expectations.
 - b. If a bidder is deemed unsuccessful and/or unqualified, he/she shall displace the least senior position, within their classification, for which they are qualified. The unfilled position shall be posted as a vacancy. The bidding prohibition of Article VI. F. shall be waived for a

vacancy that is reposted as outlined above.

- c. In the event a paraprofessional is deemed unsuccessful and/or unqualified, upon request, the paraprofessional shall be provided with a written report within five (5) working days.
 - d. All qualifications will be verified by the appropriate staff members.
 - e. Upon successful interview and verification of qualifications, the bidder will be officially awarded said position.
 - f. A letter will be sent to each applicant, within five (5) working days of the filling of the positions, informing her/him of the appointment decision.
- I. In the event vacancies become available during the school year (outside the bid meeting process), the process outlined above shall be used to fill said vacancies.
- J. In the event a position is temporary, pending verification of a permanent vacancy, the most senior laid-off available paraprofessional will be given first priority to fill the position. If the paraprofessional works half of the number of working days in a month, the paraprofessional will receive health benefits for that month. If the paraprofessional works half the number of working days in the month to qualify for earned sick leave, then such days will be added to their bank as earned. Although the laid-off paraprofessional is receiving benefits as stated above, they are still considered on lay-off status and the time worked will count toward the two year lay-off provision.

ARTICLE VII

EVALUATION PROCEDURE

- A. The evaluation procedure is designed to serve the dual purpose of keeping before the paraprofessional the objectives he/she is expected to achieve and will provide an excellent basis for self-evaluation.

Upon written request to the Human Resources Department, paraprofessionals shall be allowed to review the total content of their personal file and may appeal objectionable items defined under existing laws.

- B. The Human Resources Department shall maintain a personnel record for each employee. Such record shall include a written evaluation to be completed at least once every two years. The evaluation form is attached to, but not made a part of the contract.

A probationary paraprofessional will be evaluated at the end of the sixty (60) working days by the person responsible for the paraprofessional's work. The paraprofessional will be given one (1) copy and the other copy will become part of her/his permanent record.

The District will not make changes in the form without first consulting with the Paraprofessional Advisory Council. All evaluation forms shall be signed by the paraprofessional indicating her/his receipt of same.

- C. An objectionable evaluation may be answered by providing the administrator a written rebuttal within ten (10) days of the completed evaluation. The paraprofessional's rebuttal will become a part of the evaluation for that year.
- D. All adverse material, including complaints, letter of reprimand, and evaluations, shall be removed from the personnel files four (4) years after their issuance for the paraprofessionals.

ARTICLE VIII

LEAVE TIME PROCEDURES

A. Paid Leave Time Accumulation

1. All instructional, special education, and media paraprofessionals will be granted one (1) day of leave time for each month worked subject to a maximum of ten (10) days in any one year for employees with less than seven (7) years of service. Child care givers will be granted one day of leave time for each month worked subject to a maximum of ten (10) days in any one year. Instructional, special education, and media paraprofessionals with seven (7) or more years of service shall be granted one and one-half (1.5) days per month worked to a maximum of fifteen (15) days in one year. Leave shall be allowed for the following reasons, such time to be charged against leave time:

- a. Personal illness or quarantine.
- b. Serious injury or serious illness in the immediate family which requires the presence of the employee with a limit of five (5) days allowed per occurrence. One day shall be allowed to arrange for the care of the family member in case of injury or illness. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or sister.
- c. Deaths:
 - (1) Death in the immediate family which requires the presence of the employee. Five (5) days allowed per occurrence. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother and sister.

- (2) Death in the non-immediate family, which requires the presence of the employee, with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, cousin, nephew, sister-in-law, brother-in-law and niece. If travel time is involved, time may be requested under (d) below.
- (3) Death of a close personal friend, which requires the presence of the employee, with a limit of one (1) day allowed per occurrence.

d. Personal Business Day

The District shall provide to instructional, special education, and media paraprofessionals two (2) noncumulative personal business days, limited to one (1) per semester, each school year. Child care givers will be given one (1) noncumulative personal leave day per school year. Use of such leave shall be charged to the paraprofessional's individual leave bank. The paraprofessional planning to use such a day shall notify his/her principal at least one day in advance through submitting a PH-43. In an emergency, the one (1) day advance notification will be waived, but notification and submission of the PH-43 must be carried out. This limitation may be waived by the Executive Director of Human Resources.

The following are restrictions upon the use of the personal business day:

- (1) The day may not be used for personal pleasure, recreational travel, sports events, Association activities, or to seek other employment.
- (2) The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the paraprofessional or member of the

paraprofessional's immediate family, moving or closing of a mortgage.

- (3) In the event that the Superintendent or his/her designated representative declares an emergency situation in a building(s) causing, or resulting from student unrest necessitating that paraprofessionals be on duty, then personal business days will not be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The paraprofessional shall consult with the building principal in these circumstances.
- e. For each day of leave time allowed, the employee will be paid on the basis of the number of daily hours of work for that employee just prior to the absences and equivalent number of days deductions will be made from the leave bank.
 - f. Before an employee may return to work after begin ill five (5) duty days or more, she/he may be required to have a certificate of health from her/his physician.
 - g. In case an employee's record shows frequent absences due to recurring illness which appears to be the result of chronic illness, the Board of Education may require the employee to seek treatment from his/her physician.
 - h. At the end of each fiscal year, any unused portion of the leave time shall become cumulative and may be used at some subsequent time for the reasons mentioned in this section. For the duration of the contract, the maximum cumulative leave time for instructional, special education, and media paraprofessionals shall be fifty-five (55) days for employees with less than seven (7) years of service. Employees with seven (7) or more years of service may accumulate leave time to a

maximum of sixty-five (65) days. For the duration of the contract, the maximum cumulative leave time for child care givers shall be one hundred (100) days.

- i. In any case where a school employee is absent from her/his employment by reason of an injury compensable under the Worker's Compensation Act, such an employee shall be paid the amount payable to her/him under the existing leave policy, less the amount of compensation payable to such employee under said Act.
- j. The number of days deductible from such employee's leave time bank, computed on the basis of the amount of compensation paid her/him under the Act, as measured by her/his regular salary daily rate, shall not be deducted from the leave time bank. In cases where the amount of compensation paid equals more than a half-day, but less than a whole day, the whole day shall be allowed.

B. Jury Duty

If an employee is called for jury duty, a leave of absence with pay, not chargeable against the employee's leave time allowance, shall be granted if such employee cannot be excused from jury duty or if such jury duty cannot be postponed until the employee is not working. Upon receipt of the notice that the employee is being chosen for the jury panel, such employee shall immediately notify the Human Resources Department. The District shall pay the employee the difference between the jury fee received and the employee's current pay so that the employee receives full current salary less deductions from the two sources.

C. Unpaid Leave Time

1. Leave of Absence shall be granted for the following reasons:
 - a. Military Services - Employees granted a leave for

this reason shall be given full credit on the Seniority List, if they are called in time of emergency.

- b. A non-paid leave for up to one (1) year shall be granted at the employee's request. Such leave may be renewed for periods of up to one (1) year at the discretion of the Board. Persons on leave shall not seek or engage in other employment other than elected or appointed public office or non-bargaining unit positions with the District, unless granted specific permission by the Superintendent or designee.
- c. Illness for physical and/or mental disability for up to one (1) year after paid leave time is exhausted.
- d. Maternity Leave - Request for a maternity leave of absence by a paraprofessional shall be made at least six (6) months, or as soon as the pregnancy is determined, prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the paraprofessional is physically capable of performing assigned duties and that such duties would not be injurious to the health of the paraprofessional and the unborn child.

A maternity leave shall begin on a date mutually agreed upon by the paraprofessional, her physician and the District. In cases where the performance of the paraprofessional is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than was previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. A paraprofessional who indicates, in writing, prior to the birth of the child, an interest in returning to duty within sixty (60) days

following the birth of the child shall be assured that her position will be available to her upon her return within, but not exceeding, the sixty (60) days. A paraprofessional wishing to have the maternity leave extended beyond the sixty (60) days, up to a year, will be able to return to a comparable position when available.

2. Personal Leave - A leave of absence without pay of up to thirty (30) duty days may be granted in unusual or emergency situations if approved by the Superintendent or his/her designee.
3. Written requests for an unpaid leave of absence must be submitted on a Form PH-43 to the Human Resources Department and will contain the reasons for the request, the effective date, and a copy of orders, if 1.a., above, or a medical statement from a physician, if 1.c., 1.d., above. The requirement of a signed statement from a physician may be waived, if the non-paid medical leave is only for a one (1) or two (2) day duration. The District reserves the right to make this decision based on the individual circumstances involved.
4. Re-appointment after a leave of absence:
 - a. Satisfactory evidence of physical and mental health must be filed with the Human Resources Department, as directed, before the employee is returned to duty.
 - b. Re-assignment shall be made after a leave of absence to the first comparable position that becomes available for which the employee is qualified. If the assignment is not accepted, then the employee shall be deemed terminated from the District.
 - c. A seniority paraprofessional, on an unpaid leave of

absence for the period of six (6) weeks, may return to the position held prior to the start of the leave.

5. If, while on an authorized leave of absence, the employee engages in other employment, the leave of absence will be immediately terminated. If such leave is for physical or mental reasons, and other employment would be recommended as therapeutic by the employee's attending physician, such employment may be authorized.
6. Forced leave of absence:
 - a. The Board of Education may require an employee to submit to a physical and/or psychiatric examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examinations, provided, however, the Board of Education will pay the examining physician's fee.
 - b. The Board of Education may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school-designated psychiatrist. This is subject to renewal at the discretion of the Board of Education.

D. Sick Leave Bank - effective School Year 1998-99

A leave bank will be established for media, instructional, and special education paraprofessionals with a contribution from each paraprofessional in these groups of one (1) day per year. The leave bank will be administered by the Executive Committee which cannot grant more than ten (10) days per individual request per year. The liability for reimbursement of the leave bank shall rest with the Association. This provision will expire on August 29, 2000.

ARTICLE IX

COMPENSATION

A. Lunch and Rest Periods:

1. Instructional, special education, media, child care givers, and elementary service personnel will have an unpaid and uninterrupted lunch period of not less than one-half hour and will be provided a fifteen (15) minute relief time in the morning and in the afternoon. In certain situations, upon authorization of the building principal and the Human Resources Department, paraprofessionals will be able to work over the lunch period and be paid. Said pay will be at the regular rate of pay.

B. Paid Holidays:

The District will pay instructional, special education, and media paraprofessionals for the following unworked holidays under the limitations and provisions set forth in this agreement:

1. The holidays are:

Labor Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve Day

Christmas Day

Good Friday

Easter Monday (if said day is not a regularly scheduled day)

Memorial Day

2. a. The employee is not a temporary employee as of the day of the holiday, and

- b. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday scheduled for him/her.
3. Employees who have been laid off in a reduction of force during the work week prior to or during the work week in which the holiday falls shall receive pay for such holiday.
4. Employees who are receiving pay in the form of paid leave time during the work week in which the holiday falls, shall receive pay for such holiday instead of being charged with paid leave time for that day.
5. In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.

C. Health Plan:

1. The District agrees to contribute during the life of the contract for the instructional, special education, and media paraprofessionals. A payment equal to single subscriber for Blue Cross/Blue Shield coverage MFVI and the F1 plus Master Medical, Option 4, and \$2.00 prescription drugs, PD-MAC, (as defined in Blue Cross/Blue Shield Bulletin, number(s) 63478, CF2153, CF0805) or a comparable plan. As an option to the above, the District agrees to contribute full family coverage SET, Inc. Vision Insurance or the equivalent coverage and full family coverage Delta Dental Plan A or the equivalent. The District shall determine whether to use Blue Cross/Blue Shield, or comparable coverage with carriers to be determined by the Board. Such obligations are to continue only so long as a group plan is offered by Blue Cross/Blue Shield to employees covered by this agreement or that comparable coverage is available. No part of such contribution may be applied toward premiums for any other insurance or hospitalization, and no cash payments will be made to any employee in lieu of such contribution by the District.

The District agrees to contribute during the life of the contract for the child care givers, the payment equal to full family subscriber for SET Health Insurance, the PPO plan, or a comparable plan.

Beginning with the 1998-99 school year, the District agrees to contribute for the elementary service personnel full family coverage SET, Inc. Vision Insurance or comparable coverage.

2. There will be no interruption of coverage for those employees already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by such "Services".
3. An employee desiring coverage as to the foregoing shall apply to the Human Resources Department for same on a form which the District will furnish for that purpose, it being understood that failure on her/his part to do so will relieve the District from any responsibility for lack of coverage resulting therefrom. An employee desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto, may arrange for a payroll deduction to cover the cost thereof. The District will make such payroll deductions to cover such costs, but the District shall not be responsible for lack of proper coverage resulting from errors or inability to make an authorized deduction.
4. Coordination of Benefits: Blue Cross/Blue Shield - The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit whether by the District or any other employer. With respect to dental insurance, the District will make available to the paraprofessionals the opportunity for internal and external subgrouping as it relates to other dental coverage carried by the District or another employer.
5. To be eligible for inclusion under this plan, new employees must make application to the Human Resources Department within thirty (30) days after employment or at any open

enrollment period prescribed by such "Services".

6. No contribution will be made during leaves of absences and layoffs and, upon termination of employment, all contributions shall cease.
7. The Agreement of the District to contribute toward the Blue Cross/Blue Shield premium is applicable with respect to employees who are employed the school year. Pro-ration of hospitalization insurance premiums will be based on the following:

22.5 hours per week - full payment by District

16.0 hours per week to 22.49 hours per week - 75% paid by District

11.5 hours per week to 15.99 hours per week - 50% paid by District

11.49 hours per week down to 1.0 hours per week - 0% paid by District

8. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

D. Life Insurance

1. The District agrees to provide to instructional, special education, and media paraprofessionals during the life of this contract, eight thousand dollars (\$8,000) of group term life insurance.

The District agrees to provide to child care givers, during the life of this contract, ten thousand dollars (\$10,000) of group term life insurance.

2. The carrier shall be selected by the District and the premiums thereon, less any dividends that may be payable on said policies, shall be paid by the District.

E. Inclement Weather Days:

1. When school is dismissed by the Superintendent of Schools for reasons caused by "Acts of God", including weather conditions, all regularly assigned paraprofessionals shall be entitled to a normal day's pay, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.
2. In the event that an "Act of God" or other disaster causes the cancellation of classes during the school day either in a building or entire District, the paraprofessionals affected may leave with the children without any deduction of salary or leave time, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.

F. Teacher Conference Days:

1. Paraprofessionals will work on Teacher Conference Days and on Teacher In-Service days as directed by the building principal or supervisor with the approval of the Human Resources Department. Work on such days will be compensated at the paraprofessional's regular rate of pay.

ARTICLE X

GRIEVANCE PROCEDURES

- A. The paraprofessional or the paraprofessional and the Association Representative, shall, within fifteen (15) duty days of the occurrence, discuss complaints with the immediate supervisor (administrator) before using the grievance process. If the complaint

is not resolved in this oral discussion, then:

1. Step One: Each formal grievance shall be filed in writing and submitted to the paraprofessional's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of the submission.
2. Step Two: Appeal from the determination at Step One may be made by presenting the grievance in writing to the Superintendent, or his/her designee, within five (5) work days of the determination at Step One. The Superintendent, or his/her designee, shall meet with the grievant and the Association representatives, within five (5) work days from the date of receipt of the appeal, and shall render a written determination within five (5) work days following the date of the meeting with the individual and the Association representatives.
3. Step Three: If the grievant and/or Association does not file a written notice of non-acceptance of the Superintendent's, or his/her designee's, determination within ten (10) work days, that determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) work days that the determination at Step Three is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.

It is agreed by both parties that the fees of the American Arbitration Association and the arbitrator will be paid by the losing party. Split decisions will result in both parties paying equal costs.

- B. Grievances resulting from actions of District administrators, above, the position of building principal shall commence at Step 2.
 1. If such a grievance occurs, there shall be no stoppage of work because of such grievance.

2. Time limits may be extended by mutual consent of the District and the paraprofessional.
3. If it is found by the administration staff or the Board that an paraprofessional has been unjustly discharged or suspended, the paraprofessional shall be reinstated without loss of pay.
4. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
5. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance in Step One.
6. The paraprofessional has the right to request that she/he be represented at all steps and stages by an officer of the Association or a member of the grievance committee.
7. The Association, in any grievance proceedings, shall have the right to represent any paraprofessional upon the request of the paraprofessional. The Association shall be present at any formal grievance hearing whether representing the paraprofessional or not. The Association shall have the right to file and process a grievance.

ARTICLE XI

DISCIPLINE

- A. Constructive criticism shall be utilized to attempt to correct any deficiency when action is required. In cases of disciplinary action, the following progressive procedure shall be followed:

1. First offense - Conference between paraprofessional and the immediate supervisor.
 2. Continuation - Verbal reprimand.
 3. Continuation - Written reprimand.
 4. Continuation - Disciplinary lay-off or discharge.
- B. Both parties mutually agree that with respect to discipline:
1. All disciplinary action will be private
 2. Every reasonable effort should be made mutually by the immediate supervisor and the paraprofessional to resolve the deficiency before a written reprimand is issued.
 3. Discharge, demotion, suspension, or any other disciplinary action shall be made only for just cause and in accordance with the policies and provisions of this Agreement and expectations that exist within the paraprofessional's position.
 4. An paraprofessional subjected to disciplinary action may request that a member of the Association be present for further discussion.
 5. The District agrees that, in the event of disciplinary lay-off, the Association will be notified prior to, at the time of, or immediately after such penalty is imposed.
 6. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the paraprofessional. When such charges are made, the paraprofessional has the right to respond to those charges in written form.
 7. Reprimand for minor offenses may be issued by a paraprofessional's immediate supervisor. Disciplinary lay-offs shall be imposed only for major offenses, or for continual pattern of minor offenses that have been dealt with in

accordance with progressive discipline, but not corrected, and shall not be imposed unless authorized by the Superintendent or his/her designee.

8. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the District or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.
9. It is important that complaints regarding unjust disciplinary lay-offs, discharges, or suspensions be handled promptly under the Grievance Procedure beginning at Step 3. Accordingly, grievances must be filed within fifteen (15) working days of the lay-off, discharge, or suspension. The District will review and render a decision on the case at Step 3 within five (5) working days of the receipt of the grievance.
10. In the event it is determined that a disciplinary lay-off, or discharge, of any paraprofessional was without cause, the paraprofessional shall be reinstated unconditionally without loss of seniority and given back-pay for the time lost, less any compensation the paraprofessional may have received for work performed. If a discharge is reduced to a disciplinary lay-off, compensation shall be paid for that portion only or the time lost in excess of such disciplinary lay-off as finally determined.
11. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months previously.
12. It is understood that in cases of major offenses Steps 1 and 2 may be eliminated and Steps 3 and 4 may be combined.

ARTICLE XII

GENERAL AND MISCELLANEOUS

A. Management Rights:

1. The Board retains all the rights, powers and authority with which it was vested prior to certification of the Association, except as specifically limited by express provisions of this Agreement.
2. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on, the District and the Association except as provided by law.
3. This Agreement is subject to amendment, alterations, or addition, only by a subsequent written agreement between the parties. The waiver of any breach, term, or condition, of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. No Strike Clause:

1. The Association agrees that as long as this Agreement is in effect, neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property, or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this Section, shall be subject to disciplinary action, including discharge. The District agrees that as long as this Agreement is in effect, there shall be no lockouts. The closing down of a school or a building shall not be considered a lockout.

C. Waiver Clause:

1. 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, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or manner referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. Bargaining unit members will not be required to transport children but may accompany another individual in the transportation of the children.

Bargaining unit members will not be responsible for the administration of first aid and/or medication other than outlined in Procedural Memorandums 304 (9-76) and 319 (1-20-72), or such revisions of these which may occur as per law.

- E. The Employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such physical force with students as is permitted by law and under such conditions as are permitted under law.
- F. The District and the Association shall form a Health and Safety Committee to monitor, review and address problems and concerns related to employee on-the-job health and safety.

This committee shall be comprised of six (6) members: three bargaining unit members (one paraprofessional, one secretary and one transportation person) and three supervisors from the District.

- G. The District shall make available to bargaining unit members first aid kits, gloves, and appropriate training in the handling of blood, blood products and other bodily products and policies as required by MIOSHA and the Michigan Department of Public Health.

ARTICLE XIII

CALENDAR

- A. The calendar for paraprofessionals will be predicated on actual student days. All paraprofessionals who are assigned will report at the request of the District.

ARTICLE XIV

DURATION

- A. This Agreement shall be retroactive to September 1, 1996, and shall continue in full force and effect until midnight, August 31, 2000, and from year to year thereafter, unless prior to ninety (90) days before any expiration date, either party shall notify the other in writing of its desire to terminate the Agreement, in which event the Agreement shall terminate upon the expiration date of the year in which the notice is given.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON SCHOOL ASSOCIATION OF PARAPROFESSIONALS

By _____
President of Board

By _____
President of Association

“DISTRICT”

“ASSOCIATION”

Chief Negotiator

Chief Negotiator

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

EXHIBIT A

WAGE SCALE

Instructional, Special Ed., & Media

| | <u>1996/97</u> | <u>1997/98</u> | <u>1998/99</u> | <u>1999/00</u> |
|----------|----------------|----------------|----------------------|----------------------|
| A | 6.13 | 6.24 | 6.24 | 6.24 |
| B | 7.97 | 8.11 | 8.25 (1) 8.11 (2) | 8.39 (1) 8.11 (2) |
| C | 8.73 | 8.88 | 9.04 | 9.20 |
| D | 9.66 | 9.83 | 10.00 | 10.18 |

STEPS

- A** Probationary
- B** Sixty (60) working days to the end of fourth (4th) year (see specific language in contract)
- C** Beginning of fifth (5th) year
- D** Beginning of tenth (10th) year

| <u>1996/97</u> | <u>1997/98</u> | <u>1998/99</u> | <u>1999/00</u> |
|----------------|----------------|----------------|----------------|
|----------------|----------------|----------------|----------------|

Elementary Service Personnel

| | | | |
|------|------|------|------|
| 4.82 | 5.24 | 5.33 | 5.42 |
|------|------|------|------|

Child Care Giver

| | | | |
|------|------|----------------------|----------------------|
| 7.22 | 7.35 | 7.48 (1) 7.35 (2) | 7.61 (1) 7.35 (2) |
|------|------|----------------------|----------------------|

(1) Employees hired prior to 12/15/97

(2) Employees hired 12/15/97 or after

All wages retroactive to the first work day of the 1996-97 school year.

EXHIBIT B

Grievant _____
 Number _____

**PORT HURON AREA SCHOOL DISTRICT
 RECORD OF GRIEVANCE PROCESSING**

| <u>Step</u> | <u>Required Action</u> | <u>Initiator</u> | <u>Time Limitations</u> | <u>Date of Action</u> |
|-------------|---|--------------------------|--|-----------------------|
| 1. | File grievance | Grievant (1) | Within 15 days of alleged grievance (2) | _____ |
| | Grievance received | Administrator (3) | Within 15 days of alleged grievance | _____ |
| | Disposition made | Administrator | Within 5 days of receiving grievance | _____ |
| | Disposition received | Grievant | Within 5 days of receiving grievance | _____ |
| 2. | Appeal Filed | Grievant (1) | Within 5 days of receipt of disposition | _____ |
| | Appeal received | Superintendent | Within 5 days of receipt of disposition | _____ |
| | Hearing held | Superintendent | Within 5 days of receipt of appeal | _____ |
| | Disposition made | Superintendent | Within 5 days of hearing | _____ |
| | Disposition received | Grievant | Within 5 days of hearing | _____ |
| 3. | Notice of non-acceptance of Superintendent's decision | Grievant | Within 10 days of Superintendent's determination | _____ |
| | Applied for arbitration | Grievant/ Association | Filed after Notice of Appeal | _____ |

Grievant prepares three (3) copies:

- | | |
|--|---------------------|
| (1) And/or Association | 1. Administrator |
| (2) All days are school days | 2. Association |
| (3) Line Administrator/Building Principals | 3. Paraprofessional |

GRIEVANCE SHEET

NAME OF GRIEVANT _____

ASSIGNMENT _____ BUILDING _____

STATEMENT OF GRIEVANCE: (give date and details of alleged grievance; pertinent Article, Section, Paragraph and page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.

RELIEF SOUGHT:

Date

Signature of Grievant

Association Participating _____

Association to be informed _____

Initials _____

Date _____

**ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR
ASSOCIATION POSITION SHEET**

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING: _____

DATE OF GRIEVANCE: _____

STATEMENT OF DISPOSITION OF: _____
(Statement of Disposition to be signed and dated by Administrator)

Date

Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO
DISPOSITION:

(To be signed and dated by grievant and/or Association)

Date

Signature of Grievant

PORT HURON AREA SCHOOL DISTRICT EVALUATION FORM PORT HURON SCHOOL ASSOCIATION OF PARAPROFESSIONALS

The following attributes of _____ are to be evaluated at least 75 days before the end of the school year. The purpose of this evaluation is to aid the individual's self-growth and effectiveness as a member of the classroom aide staff of the school district.

| Building | Classification | School Year | | | | |
|-----------------------|--|----------------|------------------|---------|------------------|------------------------|
| | | Excel- lent | Above Average | Average | Below Average | Not Accept- able |
| 1. | General Attitude Toward Assignment: Has a constructive outlook. | | | | | |
| 2. | Ability to Work With Others: Gets along well with associates and the general public. | | | | | |
| 3. | Punctuality and Dependability: Reports for work on time and stays at work until work is completed or until relief worker comes. Is dependable when working alone. | | | | | |
| 4. | Accuracy and Quality of Work: Is accurate in assignments. Work is efficient and acceptable. | | | | | |
| 5. | Public Relations: Understands and practices good public relations with co-workers, parents and general public. Telephone conversations pleasant and business-like. | | | | | |
| 6. | Personal Appearance: Neat, well groomed, appropriately dressed. | | | | | |
| 7. | Use of English: Uses well-chosen and correct words. | | | | | |
| 8. | Poise: Self-possessed, emotionally well-balanced. | | | | | |
| 9. | Health: Possesses physical vigor and is free from nervous strain or physical handicap which might impair efficient performance. | | | | | |
| 10. | Judgment and Common Sense: Uses good judgment in all matters requiring individual decisions. | | | | | |
| 11. | Loyalty: Is loyal to the policies and programs of the Port Huron Area School District. | | | | | |
| 12. | Initiative: Capable of self-direction and has the ability to accomplish work often unassigned. | | | | | |
| General Rating | | | | | | |

Purpose

This evaluation is a means by which our supervisors are able to assist the classroom aides in determining their strong and weak points. We hope this will be used as a guide for possible improvement.

Comments:

Immediate Supervisor _____

Position _____

My signature indicates that I have received a copy of this evaluation.

Employee Signature _____

Date _____

Copies: Original - Personnel
Second - Building Files
Third - Employee

PH-86 Stock #3527

PORT HURON AREA SCHOOL DISTRICT

EXHIBIT D

APPLICATION FOR TRANSFER (NON-CERTIFIED)

To the Personnel Office:

I am interested in the following vacancy:

POSITION _____ BUILDING _____

YOUR NAME _____
(Print or Type)

ADDRESS _____

CITY _____ TELEPHONE NUMBER _____

PRESENT POSITION AND BUILDING _____

SIGNATURE _____ DATE _____

PH-8 (Stock #3451) 1/91





