

**BEDFORD EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
(MEA/NEA)**

1998-2001

MASTER AGREEMENT

**Bedford Public Schools
Temperance, MI 48182**

Bedford Public Schools

**BEDFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(MEA/NEA)**

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BEDFORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (MEA/NEA) AND BEDFORD PUBLIC SCHOOLS

I. AGREEMENT

This agreement entered into this first day of July, 1998, by and between the Board of Education of the Bedford Public Schools, hereinafter called the "Board" and the Bedford Paraprofessional Association MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the "Association".

II. WITNESSETH

Whereas, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its paraprofessional personnel with respect to hours, wages, terms, and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

III. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in paraprofessional work as set forth in the Michigan Employment Relations Commission (MERC) Case No. R96 F-87.
- B. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "paraprofessionals" and reference to female personnel shall include male personnel.
- C. The Board agrees not to negotiate with any paraprofessional's organization other than the Association for the duration of this agreement.

IV. EMPLOYEE'S RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every paraprofessional shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As duly elected body exercising governmental power under cover of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any paraprofessional in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any paraprofessional with

respect to hours, wages, any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board agrees to deduct the Association dues once each month for ten (10) months beginning in October and ending in June, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the first of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement. In the event the paraprofessional does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such paraprofessional of termination of her/his employment ten (10) working days hence unless she/he complies with the terms of this agreement.

The Association will hold the Board harmless from all cost resulting from this action.

Authorization for Payroll Deductions

I hereby request and authorize you to deduct from my earnings an amount established by the Association as annual dues. The amount deducted shall be paid to the treasurer of the Association.

By: _____
Name

To: _____
Employer

Effective Date: _____

- C. The Board specifically recognizes the right of its paraprofessionals appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator for such public agency or an arbitrator appointed pursuant to the provision of this agreement.
- D. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.
- E. Reasonable use of the inter-school mail, school typewriters, computers, and school duplicating machines shall be made available to the Association and its

members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. Stationery and stamps are not provided to the paraprofessionals for use in conducting personal business.
- G. School telephone use will be allowed only in emergency situations. Paraprofessionals will be required to place all long distance calls, pursuant to their building procedure.
- H. The private and personal life of any paraprofessional is not within the appropriate attention or concern of the Board except as it impinges upon her/his ability to do her/his job.
- I. Duly authorized representatives of the Association and their respective affiliates, during non-work time, shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations in the opinion of the building principal/designee.
- J. The Board agrees to make available, upon request of the elected officers of the Association of their designees, public information about the School District.
- K. The representatives of the Association and the Administration, upon mutual consent, will meet to discuss matters of mutual concern.
- L. The employer shall provide:
 - 1. Secured space for each bargaining unit member to store personal articles.
 - 2. Adequate storage space in each classroom for instructional materials.
 - 3. Adequate supplies and materials required in daily responsibilities.
- M. The Association will be given five (5) days to be used for Association business purposes only upon mutual agreement. Request for any of these days shall be made to the Assistant Superintendent of Program and Personnel Administration at least three (3) working days in advance. Up to three (3) members, designated by the President, shall be released with no loss of pay, to attend any single event.

V. BOARD'S RIGHTS

- A. The Board, on its own behalf and on the behalf of the electors of the School District, hereby retains and reserves unto itself, all the powers, rights and authority, duties and responsibilities conferred upon and invested in it by law, and all rights and prerogatives not exclusively limited by the terms of this Agreement, and shall include by way of illustration, and not by way of limitation, the right to:

1. manage and control the school's business, the equipment, and the operations;
2. continue its right of assignment and direction of work of all its personnel, determine the hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days, not otherwise provided in this Master Agreement;
3. hire, promote, suspend, discharge employees, transfer employees, assign job related work or extra job related duties to employees, the distribution of work, determine the size of the work force, and to lay off employees;
4. determine the services, supplies, equipment necessary to continue its operations, and determine the methods and processes of carrying on the work;
5. adopt rules and regulations;
6. determine the qualifications of employees;
7. determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-division, building, or other facilities;
8. determine the financial policies, including all account procedures, and all matters pertaining to public relations;
9. determine the size of the management organization, its functions, authority, amount of supervision, and table or organization; and
10. determine policies affecting the selection or training of employees.

- B. It is further recognized that the Board, in meeting such responsibility and in exercising its powers and rights, acts through its administrative staff.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any conditions, as expressed above, except those covered by provisions of this Master Agreement.
- D. This listing of specific management rights in this agreement is not intended to be, nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

VI. RESPONSIBILITY

Paraprofessionals shall be directly responsible to their immediate superior, her/his assistant, and all administrators so designated by the Superintendent of Education or the Assistant Superintendent of Program and Personnel Administration.

VII. DISCHARGE

A paraprofessional facing discharge shall be given a notice in writing stating the reason or reasons for discharge. In the event any paraprofessional receives written notice for discharge and believes she/he has been unjustly dealt with, such notice shall constitute a case to be handled in accordance with the grievance procedure.

VIII. RESIGNATION

Any paraprofessional resigning shall file a written resignation with the Assistant Superintendent of Program and Personnel Administration at least ten (10) working days prior to the effective date.

IX. SENIORITY

Seniority means a paraprofessional's length of service with the Bedford Public School System from her/his first date of hire as a paraprofessional. All prior service to the Bedford Public Schools shall be retroactive and included as current seniority in this Agreement.

- A. Seniority shall be granted to all employees covered by this Master Agreement.
- B. All new employees shall be considered probationary for sixty (60) calendar days from date of hire. During such probationary period, employees may be discharged without constituting a breach of this Agreement, except as provided in the non-discriminatory clause. At the end of their probationary period, employees shall be placed on the seniority list, as of their first day of hire.
- C. An employee shall be terminated and lose her/his seniority within all classifications if:
 - 1. the employee quits;
 - 2. the employee is discharged for any reason and not reinstated through the grievance procedure;
 - 3. the employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence, mitigating circumstances will be considered by the Board; or
 - 4. the employee is employed elsewhere during a leave of absence without the knowledge of the employer;
 - 5. the employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.

D. Layoff shall begin with:

1. probationary employees;
2. employees with the least amount of service (seniority).
3. if a paraprofessional's position is eliminated, or their hours are cut by more than twenty (20%) percent per day, the paraprofessional may bump into another position in the paraprofessional unit, provided the paraprofessional has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and ability to perform the job.
4. the Board's decision to reduce staff or close facilities during student vacation periods is not to be affected by the layoff clause;
5. the District will provide a seniority list by first date of work and within thirty (30) days of ratification. The President, Vice-President, Secretary, and Treasurer shall have super seniority.
6. any paraprofessional facing layoff shall be given a two (2) week notice in writing except in the case of strikes by other employee groups and other factors beyond the control of the Board.

E. Recall

1. Employees shall be recalled according to seniority in the inverse order of layoff, provided said employee to be recalled has the necessary qualifications and the ability to perform the job.
2. A paraprofessional who has been laid off will be notified of recall to work by certified mail. In the event a paraprofessional fails to make herself/himself available for work at the end of fifteen (15) working days, she/he will lose her/his seniority rights. Any paraprofessional who has been laid off for one (1) year must give evidence of fitness for employment before being re-employed.

F. An up-to-date seniority list shall be provided to the President of the Association, annually, by the Board.

X. CHANGES IN EMPLOYEE POLICIES

Any changes in employee policies not directly affecting wages, hours, or conditions of employment as stated in this Agreement will be handled in the following manner:

- A. Where feasible, discussion between the Assistant Superintendent of Program and Personnel Administration and the President of the Association regarding proposed changes in employee policies.
- B. Notification of any changes in employee policies affecting paraprofessionals will be sent to the Association President.

XI. LEAVE OF ABSENCE

- A. A paraprofessional desiring a leave of absence shall present in writing to her/his immediate supervisor her/his request for a leave at least twenty (20) days prior to the effective date, indicating the reason for her/his request and the length of time required. In case of emergency, the required waiting period may be waived. No leave shall be granted for longer than a one (1) school year period, except in cases of illness. Leave of absence for other than illness may be granted at the discretion of the Assistant Superintendent of Program and Personnel Administration. Any paraprofessional on approved leave without pay will not have her/his seniority frozen.
- B. The granting of a maternity leave shall be in accordance with Federal law.
- C. Educational – A leave of absence shall be granted for up to one (1) year's duration for the purpose of permitting the bargaining unit member to continue his/her education. Upon return from the leave, the bargaining unit member shall be reinstated to the same position he/she held when the leave began, if available or a comparable position. A bargaining unit member returning from a leave of absence shall be placed at the experience pay level he/she had before the leave. During the leave, seniority shall be frozen.
- D. A bargaining unit member may be released early to attend educational classes.

XII. JURY DUTY

If an employee is called for jury duty, she/he will receive her/his regular hourly rate for the time during her/his jury service. The paraprofessional shall obtain a signed statement from the judicial clerk of courts stating dates served. The above statement shall be submitted to the Assistant Superintendent of Program and Personnel Administration immediately upon the employee's receipt of it. A District mileage form for jury duty must be appropriately processed for mileage reimbursement and parking. All jury duty compensation must be turned over to the District.

XIII. GRIEVANCE PROCEDURE

- A. An "aggrieved person" is the person or persons making the claim, or the Association's representative filing the grievance.
- B. A "party in interest" is the person or persons making the claim, and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Nothing contained herein shall be construed to prevent any individual paraprofessional from presenting a grievance and having the grievance adjusted

within the terms of this agreement, provided the Association has been given the opportunity to be present at such adjustment.

The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure.

The investigative time by the Association representative for grievances shall be limited to off-hours wherever possible. Beginning with Level Three (3), the employer agrees that the Association representative, the aggrieved party, and the local President (total of three (3)) shall not lose time for any time spent at those levels of the grievance procedure. Meetings called for in Levels Three (3) and Four (4) shall be at a mutually agreed upon time.

It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum and every effort should be made to expedite the process. Provided, however, time limits may be extended when mutually agreed upon in writing.

Grievance Procedure

Level One (1)

The Association representative and/or aggrieved employee shall, within ten (10) working days of the occurrence of any grievance, present the grievance orally to the immediate supervisor. The supervisor shall attempt to adjust the matter and his/her oral response to the Association representative and/or aggrieved employee shall be made within ten (10) working days after the oral discussion took place.

Level Two (2)

If the grievance has not been settled at Level One (1), it shall be presented, in writing, by the Association representative and/or aggrieved employee to the Assistant Superintendent of Program and Personnel Administration within ten (10) working days after the response of the immediate supervisor. Within ten (10) days of the receipt of the written grievance, a meeting shall be held with the Assistant Superintendent of Program and Personnel Administration in an effort to resolve the grievance. The Assistant Superintendent of Program and Personnel Administration shall respond in writing to the Association representative and/or aggrieved employee within twenty (20) working days after the meeting.

Level Three (3)

If the grievance is not settled at Level Two (2), either party may request the services of a mediator from the Michigan Employment Relations Commission within twenty (20) working days from the date of the first mediation session.

Level Four (4)

If the grievance is still unsettled, the Association may, within twenty (20) working days after Level Three (3) is completed, and by written notice to the other party, request arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Any actions taken by the Board or administrator prior to the signing of this agreement are not subject to arbitration.

Should an employee choose to pursue an alleged discrimination case under State and Federal law, the Association and the District mutually agree to hold the grievance pending a ruling on said violation.

If in the judgement of the Association a grievance affects a group of paraprofessionals, the Association may process the grievance directly to the Assistant Superintendent of Program and Personnel Administration commencing at Level Two (2).

XIV. VACANCIES AND PROMOTIONS

- A. All vacancies and newly created positions on the paraprofessional staff will be posted by the Personnel Office and a copy sent to the president of the Association. This includes any position of more than four (4) weeks duration regardless of the number of hours worked.
- B. When an opening for a paraprofessional position becomes available and is posted,

the following shall apply:

1. All paraprofessionals applying within the posted period will be granted an interview. All paraprofessionals are encouraged to train and prepare for vacancies.
 2. The position will be filled by the most qualified candidate (inside/outside). When two (2) or more candidates are qualified, the more senior candidate will be offered the position.
- C. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least ten (10) school days from the date of distribution during the school year and within fourteen (14) calendar days from the date of distribution during the non-school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Association President or designee may submit an application on the employee's behalf during the ten (10) day posting period.
- D. Notification of all appointments shall be sent to the President of the Association by the Assistant Superintendent of Program and Personnel Administration following the appointment.
- E. The parties recognize the importance of providing training to paraprofessionals who accept new positions within the District.

The Board agrees that when a paraprofessional transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. Where practical after the transfer, the new paraprofessional will be given the opportunity to train with the paraprofessional who previously held the position. Training will be addressed whenever necessary.

XV. DISMISSAL, SUSPENSION, AND DISCIPLINARY ACTION PROCEDURES

- A. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Association. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
1. unauthorized or excessive absence from work;
 2. commitment or conviction of any criminal act;
 3. conduct unbecoming any employee in the public service;
 4. disorderly or immoral conduct;
 5. incapacity due to mental or physical disability;
 6. incompetency or inefficiency;
 7. insubordination;

8. bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 9. neglect of duty;
 10. negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
 11. violation of any lawful regulation or order made by a supervisor;
 12. willful violation of any provisions of this contract;
 13. deliberate falsification of records and reports;
 14. failure to pass state or federally mandated drug and alcohol tests, as requested by the employer;
 15. violation of the District's smoking policy.
- B. All dismissals and suspensions shall be without pay except those suspensions for investigation of complaints shall be with pay.
- C. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- D. No paraprofessional shall be disciplined without just cause.

XVI. TRAINING

- A. The Board agrees to pay travel, lodging, meals, and registration reasonable expenses for any paraprofessional wishing to attend a workshop and/or convention which is approved by her/his immediate supervisor.
- B. Any paraprofessional wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs to improve job skills may do so free of charge provided his/her request for approval of such courses is approved by the Assistant Superintendent of Program and Personnel Administration prior to taking the course. Any paraprofessional wishing to take college courses to improve job skills must submit a request for approval of the courses to the Assistant Superintendent of Program and Personnel Administration prior to the commencement of such course. If approved, the course and corresponding textbook, will be paid for by the Board upon completion according to the grade as follows:

A, B, or 100%	100% of primary textbook
C, 75%	75% of primary textbook
Below C, 0%	0% of primary textbook

Payment will be made as soon as possible upon submission of the official grade report and book receipt by the paraprofessional to the Assistant Superintendent of Program and Personnel Administration and after the Board of Education approves the request for

payment for the previously approved courses, which was successfully completed, pursuant to the grade earned.

Pass/Fail or Satisfactory/Unsatisfactory courses will be reimbursed at 100% for a Pass or Satisfactory and 0% for a Fail or Unsatisfactory.

- C. Administration or the Personnel Department may request a paraprofessional to enroll in a course for the purpose of improving a job related skill which Administration and/or Personnel deems an essential function of the job which the paraprofessional holds. Such course and books will be paid for by the Board of Education at 100% and must be successfully completed (defined as the receipt of grade A, B, C, Pass or Satisfactory if an ungraded course) within six (6) months, where possible, of the date that the paraprofessional was requested by his/her supervising administrator or the Personnel Office to take the course. If the paraprofessional fails to take or successfully complete the requested course, or fails to improve the job related skill which was deemed essential to the job, the Board may take action it deems appropriate.

XVII. EDUCATION ENHANCEMENT REQUEST

Members wishing to enroll in classes to enhance their daily paraprofessional instruction on the job performance, may upon approval of the Assistant Superintendent of Instructional and Student Services or designee, enroll in Community College/College/University level courses. Approved enrollment, per school year, will be a maximum of six (6) semester hours. Paraprofessional employees will be reimbursed at the rate of forty-five (\$45.00) dollars per semester hour. An official updated transcript must be submitted to Personnel in advance for proper verification. Course work will only be reimbursed for paraprofessional instructional aides that receive a grade of C or above or pass on a pass/fail system.

XVIII. NEPOTISM

The School District discourages relatives from working in the same building or from having one relative supervise another relative. Relatives are defined as husband/wife, (natural or step) father/mother, son/daughter, brother/sister, grandparents, and legal guardians.

If a supervisor has one or more relatives working in the same building upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.

XIX. EVALUATION

- A. Performance evaluations will be completed annually by May 1 of each school year.

- B. A committee made up of two (2) administrators appointed by the Board, and two (2) paraprofessionals appointed by the Association, shall meet to create a final evaluation form that shall be used for paraprofessional evaluations.

That committee shall make its' recommendation to the Assistant Superintendent of Program and Personnel Administration no later than July 1, 1999.

1. The evaluation shall be in writing.
2. The evaluation must be discussed with the paraprofessional before it is submitted to the Superintendent or his/her designee.
3. After consultation with the evaluator, the paraprofessional will have the right to add remarks, statements or other information pertinent to the report. Such remarks shall be attached to the original performance report.
4. If the evaluator believes an employee is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms, and shall identify the specific ways in which the employee is to improve when applicable.
5. In the absence of a written annual evaluation, the paraprofessional's work will be judged satisfactory.
6. The Building Principal and the Assistant Superintendent of Program and Personnel Administration will review all evaluations by May 1.

- C. Performance Evaluation – Paraprofessionals that receive an overall yearly performance evaluation, that exceeds the job expectation standard, will receive one hundred fifty (\$150.00) dollars performance stipend to be paid by June 30, of that completed school year. (Effective September 1, 1999).

XX. PERSONAL BUSINESS DAYS

The parties agree there may be personal conditions or circumstances, which may require a paraprofessional's absence. The Board agrees to grant a maximum of two (2) days per school year with pay to be used under the following conditions:

1. This leave shall be used only in situations of urgency, for the purpose of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
2. Paraprofessionals desiring to use such leave shall notify the Personnel Office on the form provided by the Board at least three (3) working days in advance of the anticipated absence, except in cases of emergency. In the case of emergency, the paraprofessional shall apply as soon as possible.
3. No less than one half (1/2) personal business day may be used at any one time.

XXI. SICK LEAVE

Sick leave is earned as follows:

One (1) day sick leave per calendar month worked provided no less than ten (10) days are worked in the month. Sick leave is only allowed for personal illness, and a paraprofessional may accumulate an unlimited number of sick leave days.

A. Leaves of absence with pay not chargeable against the employees' sick allowance shall be granted for the following reasons:

1. A maximum of three (3) days per occurrence for a death of a spouse, child, mother, father, sister, or brother. A maximum of two (2) days per occurrence for a death in the family. Family shall be defined as grandchild, stepmother, stepfather, stepsister, or stepbrother. A maximum of one (1) day for father-in-law, mother-in-law, or grandparent.

In the event additional time off or time off for the funeral of other family members not listed above or non-family members is required, such time off, not to exceed two (2) days, may be granted at the discretion of the Assistant Superintendent of Program and Personnel Administration and shall be chargeable to the paraprofessional's accumulated sick leave, or personal days.

The Board reserves the right to require a doctor's certificate or other evidence of illness.

Transfer shall not impair a paraprofessional's accumulated sick leave.

XXII. MISCELLANEOUS

- A. Health/Smoking – Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public Schools' vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.
- B. Travel Reimbursement – Members of the Bedford Paraprofessional Association that required in the course of their work or District business to drive personal automobiles shall receive a car allowance. The Internal Revenue Service Standards shall set all travel/mileage reimbursement. They will be adjusted annually on July 1, in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor.
- C. Student Assistance – Medically Fragile Students – Bargaining unit members will make appropriate contact(s) in order to provide care, instruction, or assistance to

the medically fragile student. First aid training will be provided to the Bedford Paraprofessional Association Member.

- D. Cutting of Hours – If the School District reduces paraprofessional hours, the Association shall be allowed to present a plan to the employer for consideration provided there is time before the cuts are implemented.
- E. Number of Hours – Prior to the paraprofessional’s start date of school, each building will endeavor to communicate to each paraprofessional the number of hours to be worked per day, the days the paraprofessional shall work per week, and the final day of work scheduled for the paraprofessional.

XXIII. PERFECT ATTENDANCE BONUS

Any Instructional Paraprofessional having perfect attendance for the entire school year, i.e., no absence chargeable against two (2) personal business days, days without pay, sick days, days on an approved leave of absence, days suspended without pay or not fulfilling their daily total work duty will receive a bonus of one hundred (\$100.00) dollars. Bereavement days noted under sick leave are not counted against perfect attendance. A perfect attendance bonus will be paid on or before July 1, of the next school year.

XXIV. PAID HOLIDAYS

Association members shall receive as paid holidays the following:

- 1. Thanksgiving Day
- 2. Christmas Day
- 3. Martin Luther King Day

XXV. INSURANCE

Insurance coverage shall be offered at the employees’ expense provided the District selected carrier regulations will offer coverage. The employee will make premium payments in whole for single, two (2) person, or full family. Employee paid health insurance costs will be made in full by the first (1st) of the month to the District. Upon no receipt of the employee’s insurance in a timely manner, the insurance will be canceled.

XXVI. WAGES

1997-98	2.25%	\$8.56
1998-99	2.50%	\$8.77
1999-2000	2.50%	\$8.99
2000-2001	2.50%	\$9.21

Probationary period is sixty-six and two-thirds (66 2/3) of the regular rate.

XXVII. REGULAR PARAPROFESSIONAL EMPLOYEES

Shall be defined as those who have served a probationary period of sixty (60) days per their appropriate job hours.

XXVIII. PROBATIONARY EMPLOYEES

Shall be defined as a new employee who shall work under the provisions of this Agreement, but shall be employed on a sixty (60) working day trial basis, during which period he/she may be terminated without recourse, provided, however, that the employer may not discharge for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) working days, the employee shall be placed on the regular Instructional Paraprofessional seniority list.

Probationary employees who are absent on scheduled work days, or who serve their probationary period at a time in which their job is not operative, shall work additional full work days equal to the number of days that the employee was absent, or equal to the number of days that their job was not operative, and such employees shall not have completed their probationary period until the additional days have been worked.

XXIX. ENTIRE AGREEMENT

This contract constitutes the sole and entire existing contract between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the District.

This Agreement is to be effective from July 1, 1997 through June 30, 2001.

Linda Eaton
President of Bedford Paraprofessional Association

Kay S. Williams
President of Bedford Board of Education

1-28-99
Date

2-3-99
Date

