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HURON VALLEY SCHOOLS
PARA-PROFESSIONAL HANDBOOK
1988-90

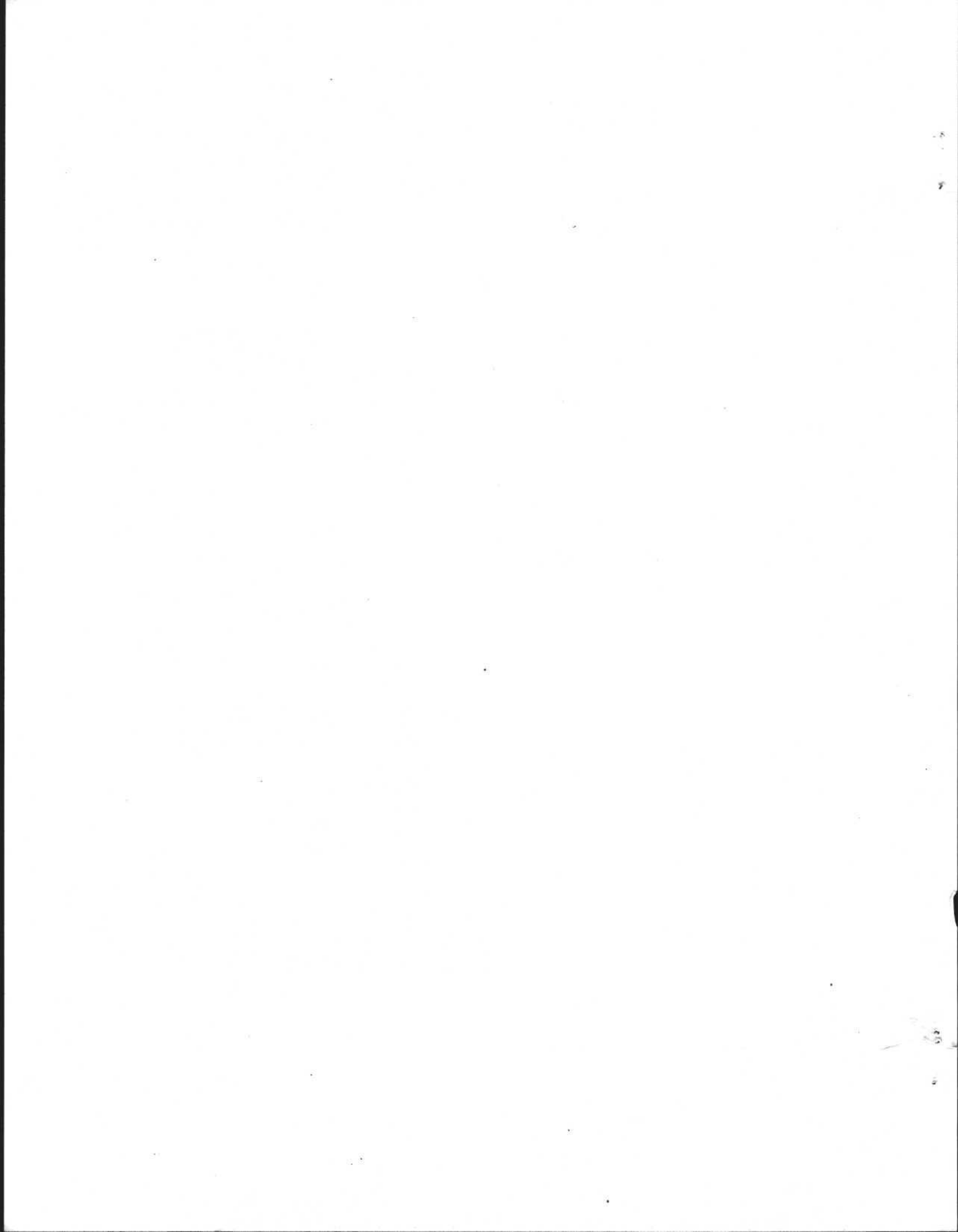
Huron Valley Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

HURON VALLEY SCHOOLS

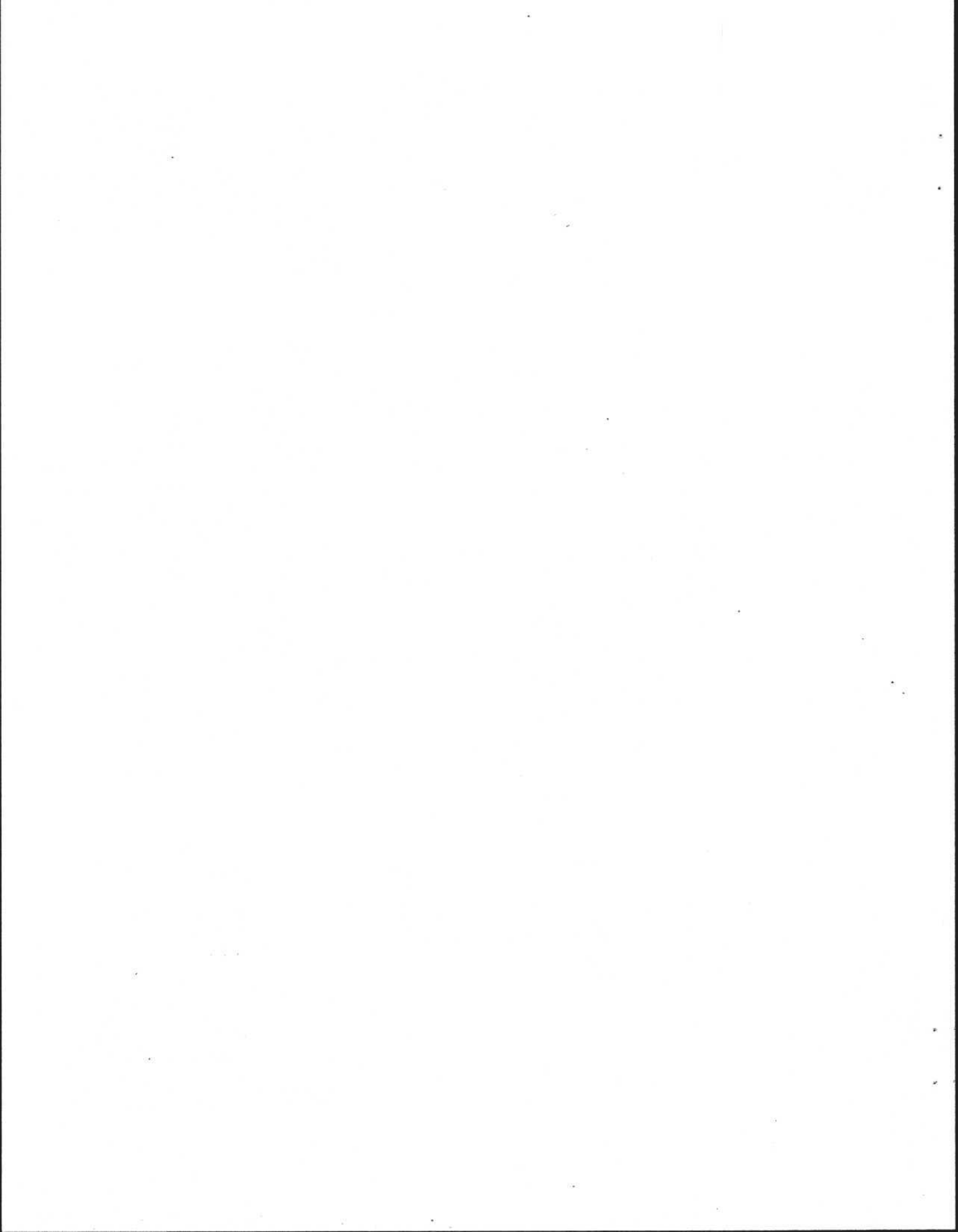
PARA-PROFESSIONAL HANDBOOK

1988-90



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I. PURPOSE

The purpose of this document is to identify written administrative procedures, laws and Board of Education policies which presently relate to wages, hours and working conditions for Huron Valley Para-Professionals.

The contents of this Handbook are presented as a matter of information only. Although the Huron Valley School District believes wholeheartedly in the plans, policies and procedures described herein, such do not, and must not be understood to constitute terms and conditions of employment. In this regard, the school District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies or procedures, in whole or in part, at anytime, as it deems appropriate and necessary after consultation with the Huron Valley Educational Para-Professional Association concerning the issue(s) under consideration.

The language used in this Handbook is not intended to create, nor is it to be construed to constitute a contract, between the Huron Valley School District and any one or all of its employees.

To the extent that any legal authority determines this Handbook to constitute a contract or offer of a contract, it is expressly understood that the terms of said contract are to be unilaterally modified, suspended, terminated or changed consistent and contemporaneous with all such past, present and future changes effected by the Huron Valley School District.

II. PARA-PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- A. The H.V.E.P.A. and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as any other employee groups in the District, as established by Board policy.
- B. Upon thirty (30) days written notice the Board agrees to make available to the H.V.E.P.A. in response to reasonable requests, from time to time, information concerning the financial resources of the District, tentative budgetary requirements and allocations.
- C. The Michigan State Department of Education has issued guidelines for the utilization of non-certified persons in Elementary and Secondary schools. The responsibility of Huron Valley Para-Professionals will follow these guidelines as stated:

Authorized Activities

School districts may employ non certified personnel for:

1. Non instructional activities including:

- a. assisting the teacher to develop materials, do clerical work, correct papers, etc.;
- b. maintenance and disciplinary activities in lunch rooms, on the playground or in other school settings;
- c. functioning as health care aides, library assistants, or in other capacities where they are providing non-instructional support for the students; and
- d. supervising students before and after school and supervising non instructional study hall periods (i.e., study hall periods not counted as part of the required 900 or 990 hours of instruction).

2. Instructional related activities including:

- a. complementing instruction such as assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping up with the class,
- b. supplementing instruction such as assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher; and
- c. reinforcing instruction such as assisting the teacher in administering remedial and drill activities for individuals or small groups.

Supervision of Non-Certified Personnel Providing Instructional Support

Non-certified personnel engaged in complementing, supplementing or reinforcing instruction, which is counted as part of the instructional day under the Child Attendance Code, shall be under the meaningful direction and supervision of a certified classroom teacher (R 340.2(2)).

Non-certified personnel may not be given full responsibility for instruction. They may provide complementing, supplementing or reinforcing instruction to individuals or small groups of students without the teacher's physically being present so long as the teacher knows the whereabouts of the aide and students at all times, the non-certified personnel are not given full responsibility for instruction, and the activities of the non-certified persons are under the meaningful direction and supervision of the teacher.

"Meaningful direction" means the teacher is responsible for:

- a. planning and coordinating all lessons;
- b. presenting the initial lesson.
- c. identifying the type of complementing, supplementing or reinforcing instruction to be provided; and
- d. specifying the type of methods, materials and techniques to be used by non-certified staff.

"Supervision" means the certified teacher periodically:

- a. evaluates the performance of non-certified personnel providing instructional support;
- b. reviews the work plans; and
- c. periodically evaluates student progress.

III. PROFESSIONAL GROWTH

A. IN-SERVICE

1. The Board of Education will absorb the cost of training an individual for a new program instituted or in upgrading skills provided it is budgeted and approved by the Board.
2. Once an in-service is scheduled, attendance shall be considered mandatory unless the supervisor and the para-professional have together decided that the para-professional's attendance is disruptive to the school program or that the 'in-service' topic is not relative to the work assignment of the individual para-professional.
3. Para-Professionals shall be paid during in-services at their normal hourly rate, but an individual Para-Professional's weekly schedule may be adjusted so that the in-service does not cause an increase in the work week.
4. The Board agrees that its administrative representatives will, by October 1, initiate contact with an HVEPA representative concerning in-service needs for para-professionals and that plans for in-service sessions will be made in conjunction with representatives of the para-professionals.

B. PROFESSIONAL GROWTH TRAINING

1. Para-Professional shall be reimbursed for any professional growth training (workshops, seminars, conferences, out-of-district in-services) undertaken with prior approval of immediate supervisor and the Superintendent. In the event the training activity is approved, the funding will be determined by the Superintendent.

C. TUITION REIMBURSEMENT

1. Reimbursement of tuition costs will be made to para-professionals who successfully complete courses of instruction directly related to their employment positions, up to \$200 per year.
2. To be applicable the para-professional must obtain the prior approval of the immediate supervisor and the Superintendent.
3. Decisions made in part 2 above shall not be subject to the grievance procedure.

IV. VACANCIES AND TRANSFERS

A. The term vacancy shall be defined as:

1. an opening in an existing and continuing position which is an assignment of fifteen (15) or more hours per week.
2. a newly created position which is an assignment of fifteen (15) or more hours per week.

B. Vacancies:

1. All job vacancies shall be posted for a period of five (5) working days in each operating building during the regular school year.
2. During the summer months, notices of job vacancies shall be posted in all operating buildings and shall be directed to the President of the H.V.E.P.A. at least one (1) week prior to the vacancy being filled.
3. Applications for a job vacancy shall be submitted in writing to the Personnel Office.

C. Transfer:

1. Transfers of para-professionals shall be made on the basis of qualifications, personal interview and seniority.
2. When qualifications and personal interview are deemed comparable by the Board, the decision shall be made on the basis of seniority.
3. In the event an applicant is denied a transfer, the Assistant Superintendent of Personnel shall submit

within five (5) working days the reasons for refusal in writing, if the para-professional requests. If the para-professional disagrees with the reasons, he/she shall have the right to invoke the grievance procedure beginning at Step 3.

- D. When a vacancy is filled or a transfer approved, the President of the H.V.E.P.A. shall be notified by the Personnel Office.
- E. Any para-professional who has filled a vacancy or been granted a transfer shall be granted up to a maximum of fifteen (15) working days as a trial period to determine his/her desire to remain on the job and for the Board of Education to determine his/her ability to perform the job. After the trial period the para-professional who decides to revert to his/her previous position, either at his/her request or by the Board of Education determination, shall do so without loss of seniority.
- F. A para-professional may change positions only one time during the current school year unless by mutual agreement between the para-professional and the Assistant Superintendent of Personnel.

V. CLASSIFICATION AND JOB DESCRIPTION OF PARA-PROFESSIONALS

A. Classification of Para-Professionals

1. Para-Professionals may qualify for one or more of the eight (8) classifications listed below.
2. Moving from one classification to another will not result in loss of seniority, loss of wage scale, or loss of benefits.
3. Classification of para-professionals are as follows:
 1. General
 2. Reading
 3. Math
 4. Media
 5. Special Education
 6. Clerical
 7. Chapter I
 8. Headstart

B. Job Description for Para-Professionals

1. Each classification of Para-Professional shall have a job description.
2. A job posting shall constitute a job description.
3. An updated copy of the Para-Professional's classification job description will be placed in the Para-Professional's permanent file as soon as practicable.
4. In the event a Para-Professional's classification is changed, the Para-Professional will be advised of the change by the immediate supervisor/building principal prior to the change.

VI. RESIGNATIONS AND DISMISSALS

A. RESIGNATIONS:

1. All para-professionals shall be required to give two (2) weeks written notice of resignation to Huron Valley Schools.
 - a. Written notice of resignation shall be furnished to the immediate supervisor/building principal by the employee.
 - b. A copy of the notice of resignation shall be furnished to the Assistant Superintendent of Personnel.
 - c. Upon request of the President of the H.V.E.P.A., the Assistant Superintendent of Personnel shall furnish a list of employee resignations. Such lists shall be for the period of time since such information was furnished.
2. Any para-professional who seeks to terminate services with the Huron Valley School Board upon less than two (2) weeks notice shall forfeit any and all benefits due or to become due.

B. DISMISSALS:

1. The Huron Valley Board agrees not to dismiss, discharge or suspend any para-professional without just cause.
 - a. In the event of dismissal or suspension the Assistant Superintendent of Personnel will immediately notify in writing the President of the H.V.E.P.A.

- b. The dismissed or suspended para-professional will be allowed to discuss his/her situation with his/her H.V.E.P.A. representative and will have an area made available where this may take place.
- c. Grievances pursuant to this Article shall be initiated at Step 2 of the Grievance Procedure.

VII. LAY OFF

- A. The Huron Valley Schools Board of Education retains the right to determine necessary lay-offs within budgetary and operational requirements of the school district.
- B. Five (5) working days prior to the notice of lay offs, the Board of Education shall meet with representatives of the H.V.E.P.A. in Special Conference to discuss reasons for the lay-offs and to present these reasons in writing.
- C. Where practicable seniority will be the determining factor in layoffs. The para-professional seniority list will be sent to the H.V.E.P.A. President on or about May 1 of each school year.
- D. A para-professional whose position is eliminated, but who is not laid off, shall be reassigned to another para-professional position within the person's areas of qualifications and, where possible, with comparable hours.
- E. A para-professional shall be given not less than ten (10) working days and up to twenty (20) working days to satisfactorily perform the responsibilities and duties assigned by the operation of this Article. A para-professional not performing satisfactorily after the trial period shall be notified in writing of the reasons. He/she shall be expected to either request a leave of absence or to request a second assignment.

- F. If job performance is not satisfactory on the second reassignment, within the time limits outlined above, the para-professional shall be notified of the reasons in writing and shall be laid off immediately.

- G. Para-professionals being laid off shall be given two (2) weeks notice in writing. A copy of such notice shall be sent to the President.

- H. A para-professional's seniority date shall be frozen as of the date of lay-off during any period of lay-off.

VIII. RECALL

- A. Para-professionals on lay-off shall be retained on the H.V.E.P.A. seniority list for a period of two (2) years and recalled in the inverse order of the lay-off to any vacancy for which they qualify.
- B. The seniority order of recall within qualification areas will be followed after the opportunity for transfer has been extended under VI, above.
- C. Notice of recall shall first be attempted by telephone; recall will then be by written certified notice, return receipt requested, to the para-professional's last known address on file with the Huron Valley Schools.
- D. The recall notice shall require the para-professional to report for work within ten (10) working days after the date of delivery or proof of non-delivery.
- E. A para-professional who refuses recall to a position for which the person is qualified will be released from the recall list.
- F. Employees recalled shall be reinstated with their adjusted date of employment, when applicable, their accumulated sick leave bank entitlement, if applicable, and the experience level credit in effect for the employee at the time of lay off.

IX. NEW EMPLOYMENT

- A. The probationary period for all employees covered by this handbook shall be ninety (90) calendar days.
- B. However, the ninety (90) day probationary period may be extended for the period of time a para-professional was absent during the probationary period. During such period, the para-professional is not covered by this handbook and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. At the end of the probationary period the para-professional shall achieve the status of a regular school employee unless otherwise notified in writing.
- C. A newly hired employee who has fulfilled his/her probationary period shall be placed on the H.V.E.P.A. seniority list as the last entry.
- D. If the para-professional is continued in employment beyond the probationary period, he/she shall acquire the status of a permanent employee and any rights and privileges under this handbook shall accrue.
- E. The anniversary date, after the probationary period, shall be defined as the date of hire. The anniversary date of each succeeding year shall entitle the para-professional to benefits, where applicable.

X. EVALUATION

- A. All para-professional employees shall be evaluated in writing at least once each school year. Employee evaluators will use the evaluation form and procedures as determined by Huron Valley Schools.

- B. Para-professional employees shall receive a copy of the evaluation.

XI. WORKING HOURS

- A. At the beginning of each school year each supervisor/building principal will meet with the Para-Professionals to discuss the scheduling and assignment of working hours available for that building or program.
- B. The scheduling and assignment of working hours for para-professionals shall be prepared by the immediate supervisor/building principal each year and shall be commensurate with the available building hours for para-professionals, as directed by the Board of Education.
- C. Seniority of the para-professionals involved shall be a consideration where there is a division of hours between two or more para-professionals.
- D. No para-professional shall be assigned less than ten (10) hours per week, except by the employee's consent.

XII. HOLIDAYS

- A. All regularly scheduled para-professionals shall be paid for and shall not be required to work on the following days:

December 24

Christmas Day

December 31

New Years Day

Good Friday

Easter Monday (if school is not in session)

Memorial Day

July 4th (45-15 only)

Labor Day (if student school year begins before Labor Day)

Thanksgiving

Friday after Thanksgiving

- B. It is understood that when school is in session, or if it is not feasible to observe the holiday on the designated day, the holiday will be given off at another time of the year determined by the Superintendent of Schools.
- C. To qualify for paid holidays the para-professional must work the scheduled day before and the day after the holiday unless off work due to proven illness or with permission from their immediate supervisor/building principal.
- D. Unpaid leave of absence adjacent to the holiday shall disqualify the employee for holiday pay.

E. Compensatory Time

1. In the case of para-professionals who work less than a five (5) day week, any hours exceeding the scheduled weekly hours shall be considered compensatory time.
2. Chapter I compensatory time shall be agreed upon by the para-professionals and the immediate supervisor/building principal on a building to building basis.
3. Usage of compensatory time shall be agreed upon by the para-professional and the immediate supervisor/principal.
4. Compensatory time may be accumulated but may not exceed two regularly scheduled work days during the current school year.

F. Pay for any holiday that falls on a day the Para-Professional is not scheduled to work shall be the individual Para-Professional's average daily hours in a normal work week. This is computed by dividing the total weekly hours for each individual by five (5). The individual Para-Professional's combined work and holiday hours should not exceed normal weekly hours.

G. Pay for a holiday that falls on a regularly scheduled work day shall be the Para-Professional's regular day's pay.

XIII. VACATION DAYS

- A. Each para-professional may request one (1) paid vacation day per school year. Following ten (10) years of service, the para-professional may request two (2) vacation days per school year.
- B. The scheduling of such vacation day shall be by mutual agreement with the employee's supervisor/principal.
- C. Pay for the vacation day shall be a para-professional's regular day's pay.
- D. Vacation days may be scheduled adjacent to a holiday without loss of holiday pay.
- E. Para-Professionals may not receive pay in lieu of vacation time off.

XIV. ACT OF GOD DAYS

- A. If any building is closed by the Superintendent or his designee and conditions within the building are detrimental to the health of the para-professional, he/she shall not be required to stay and will not suffer loss of pay; provided however, that the employee may be given a temporary reassignment.
- B. On any day when school sessions are scheduled but that student attendance is cancelled by the Superintendent due to natural causes or act of God, then the following provisions shall prevail:
1. Para-professionals are not expected to report for work. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.
Moreover, should the law change such that grace days are allowed and a certain number of "snow days" do not have to be made up, then para-professionals will receive pay for the number of "snow days" which do not have to be made up.

2. A fan-out system of telephoning will be used to notify para-professionals as soon as possible when they are not expected to report.

XV. LEAVES OF ABSENCE

Leaves of absence, without pay, may be authorized upon recommendation of the Superintendent to the Board. Such leaves shall be confined to leaves for illness, maternity, study, and travel. Specific regulations for each type of leave are outlined as follows:

1. ILLNESS

Any para-professional who is forced to miss work due to protracted sickness or illness shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year, provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence.

2. PREGNANCY LEAVE

An employee who is pregnant must report such pregnancy to her supervisor as soon as she has knowledge of this condition, and must bring in a statement from her doctor stating her expected date of confinement and verifying that she is physically able to continue to work. Such employee shall be granted permission to continue working providing she is physically well enough to work and does not become an industrial risk.

As a result of and in compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary

disabilities, the following provision shall be effective:

- a. An employee shall be granted a pregnancy leave of absence upon submission of the medical statement confirming the employee's incapacity to work, and such leave shall be extended through the post-natal period, or as outlined in subsection b. below.
- b. A pregnant employee shall have the option of using her accumulated sick leave in accordance with XVI or taking a leave without pay to extend six to eight weeks with a guarantee of the same position upon return; or the para-professional may be granted an unpaid leave of absence for a period not to exceed one (1) year with a guarantee of a position within the same classification upon return. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
- c. Upon termination of the pregnancy and/or in conjunction with the post natal examination, which confirms the conclusion of the disability, and/or the need for the pregnancy leave, the employee shall be required to return to work. Failure to return to work upon the conclusion of the leave of absence shall be considered a voluntary quit and the employee shall lose his/her rights to any and all benefits accrued, including compensation, if applicable, and seniority.
- d. If the employee opts for sick leave, which is insufficient to cover the duration of the pregnancy disability, such employee will be on a temporary unpaid

sick leave that ends upon conclusion of the disabling period of time as set forth in subsection (b) above. The employee shall then be required to return to work per subsection (c) above. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's leave of absence as outlined in subsection (b) above.

3. Employees receiving a leave of absence not exceeding thirty (30) working days shall continue to maintain their seniority. Employees receiving a leave of absence exceeding thirty (30) working days shall not have such time counted in the computing of para-professional seniority.
4. All other leaves of absence shall be discretionary on the part of the Board and are not subject to the grievance procedure.
5. To be eligible for any leave of absence, with the exception of pregnancy or maternity leave, para-professionals must have been employed by the Board for at least one (1) year.
6. A leave of absence shall be granted for a maximum of one (1) year.
7. A para-professional granted a leave of absence for two or more months shall be required to notify the district of his/her intent to return to work within fifteen (15) days of the expiration date of the leave.

8. The para-professional shall be guaranteed the same or similar position upon return from a leave of absence, providing she is capable of doing the work. The para-professional employed to replace a para-professional on leave of absence shall be hired with the understanding that he/she may be placed in another position when the original para-professional returns or be released if there is no vacancy.

XVI. SICK LEAVE POLICY

- A. Each para-professional shall be allowed five (5) sick leave days per fiscal year.
- B. At the beginning of the fiscal year any unused sick leave from the previous year shall be carried over and added to the current year. Total sick leave accumulation shall not exceed twenty-five (25) days.
- C. (1) A para-professional may be permitted to use a maximum of five (5) days of accumulated sick leave in the event of serious illness (requiring a doctor's consultation) in the immediate family, as defined in Section E.
- (2) The Superintendent may grant the use of additional days from the individual's sick leave bank, provided the details of such request are submitted in writing.
- (3) If the individual's sick leave bank is exhausted, he/she may request additional paid or unpaid leave by applying in writing to the Superintendent specifying the details of the request.
- D. In the event that a para-professional with a minimum of five (5) years of service in Huron Valley is under a physician's care for extended illness or injury and the need for sick leave exceeds the employee's accumulated sick leave days, the Superintendent may grant up to an additional ten (10) paid sick days upon request for such leave time.

- E. BEREAVEMENT LEAVE - In the event of death in the immediate family, a para-professional will be granted up to five (5) leave days. The immediate family shall be defined as parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, or sister-in-law. Additions to this provision may be made at the discretion of the Superintendent. To use this time off without loss of pay or sick leave, the para-professional must certify in writing to the Assistant Superintendent of Personnel, the details of the request.
- F. Sick leave accumulated prior to this Agreement shall be credited to the employee as part of the allowable accumulation.
- G. At the discretion of the Board of Education a regular assigned permanent employee of the school district, who is not covered by a district group medical insurance, may be granted the opportunity to be included in one of the district's group medical insurance plans at his/her own expense. In the event such request is granted the employee must reimburse the Board on a monthly basis for the medical insurance premiums, and the first payment is to be a double payment (to cover the first and last month of such group coverage). Further, the continuance of such reimbursement plan remains strictly at the discretion of the Board of Education.

XVII. PERSONAL BUSINESS LEAVE

- A. Each para-professional shall be allowed two (2) days of employment per school year without loss of pay, sick time or other accumulated time to take care of matters of a personal nature which cannot be taken care of at a time other than school time.

- B. Request for a personal business leave day shall be as far in advance as possible and shall be submitted in writing to the immediate supervisor/building principal stating the reason for such leave.

- C. Unused personal business days are non-accumulative.

XVIII. LIABILITY INSURANCE

The school district has a comprehensive personal injury and property damage liability insurance plan which covers para-professionals while they are performing duties as a para-professional. In addition, the Board has an indemnity policy which is designed to fill a coverage gap in the insurance programs of school districts. This covers exposures, subject to its terms and conditions, for deliberate actions taken as a result of errors or mistakes of law or fact, or actions based on interpretation of school policy, all of which might lead to subsequent litigation against board members or school staffs personally.

XIX. WORKERS COMPENSATION

- A. Each para-professional shall be covered by the applicable Workers Compensation laws. In the event a para-professional is entitled to benefits under the Workers Compensation Act, the balance of the para-professional's weekly earnings not covered by Workers Compensation shall be covered through deduction of the para-professional's accumulated sick leave pay allowance, in proper proportion; provided, however, that the employee may opt not to utilize his/her sick bank and not receive this additional amount.
- B. Employees covered by this Article shall continue to maintain their full-seniority rights.
- C. When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held prior to his or her injury provided:
1. The treating physician has released the employee to return to his/her regular position with no job restrictions or limitations, and
 2. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.
- D. After one (1) year, upon the release by the employee's physician to return to work, the para-professional shall, where practicable, be placed in the first vacancy which is commensurate with that which would be held had the leave not intervened.

XX. JURY DUTY

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee who has completed the probationary period is summoned and reports for jury duty, such employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the regular work schedule when not occupied with jury.
- B. It is understood by the foregoing provision that: If the employee is dismissed within three (3) hours from the beginning of the employee's regular shift, the employee shall be required to work for the balance of that shift.
- C. To be eligible for jury duty pay differential, the employee must endorse and turn over to the Board all salary checks received for said jury duty.
- D. The employee shall retain the mileage and any expenditures as paid for jury duty.
- E. When the Board considers the initial jury call date detrimental to school operations and can re-schedule the call date, the para-professional shall report on the re-scheduled date.

XXI. PARA-PROFESSIONAL'S PROTECTION

- A. Any case of assault upon a para-professional shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the para-professional of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the para-professional in connection with handling of the incident by law enforcement and judicial authorities, provided the para-professional was acting within the scope of his/her duties and authorities, as defined in II.
- B. As a result of physical assault, the Board shall cover loss of pay for a period of up to five (5) days should this become necessary, and beyond five (5) days the provisions of XVII (Workers Compensation) shall apply as in any other Compensation case, provided in each case that it is determined by the Board, or its representative, that the para-professional was acting in accord with and within the scope of his/her duties and authority and Board Policy.
- C. As a result of physical assault upon a para-professional in the course of his/her employment as a para-professional, the Board shall endeavor, within reason, to relieve the para-professional of any financial loss incurred which is not otherwise covered in this Handbook.

D. Para-professionals shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.

E. If any para-professional has a complaint against him/her lodged with the police department, or is sued as a result of any action taken by the para-professional while in the performance of his/her regular assigned duties and performing properly, lawfully and in accordance with Board Policy and administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance, legal and financial, be rendered to the para-professional in his/her defense.

F. Mileage

1. Para-professionals shall not be required to transport students to and from school activities in their personal cars. If aides do transport students, it must be consistent with the district policy.
2. The Board shall set a mileage reimbursement rate annually which is not less than the current rate per mile.
3. Para-professionals who provide their own transportation shall be reimbursed for:
 - a. travel between duty stations
 - b. other authorized travel on school business performed on a voluntary basis.
4. The Board shall instruct all para-professionals in the district of the procedure for reimbursement.

XXII. GRIEVANCE PROCEDURE

Whenever any employee not employed under a Collective Bargaining Contract shall claim:

1. That there has been a mis-interpretation or violation of any established School District rule, regulation or policy which effects the employee, and
2. That said mis-interpretation, misapplication, or violation was brought about by action of another employee having authority over them per the School District's Chart of Organization, such claim shall be presented and adjusted in the following manner:

STEP 1

The claimant shall first informally discuss the matter with that person next above them as shown in the School District's Chart of Organization, even though that person may be the one against whom the claim may originate. This informal discussion must take place within five working days from the awareness of the claim.

STEP 2

In the event the claim is not thereby resolved to the satisfaction of the claimant, the claimant can thereupon reduce the claim to writing and present it to the person next above the claimant as shown on the Chart of Organization, if such person is not the one against whom the claim originated and, if such person be the one against whom the claim originated, the

written claim can be, instead, presented to the person next above as shown on the School District's Chart of Organization. The written claim must be filed within five working days from the informal discussion set forth in the previous paragraph. During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- a. Specific Board rule or regulation allegedly violated.
- b. When this alleged violation occurred.
- c. In what way there has been a violation, misinterpretation, or misapplication of the employee's contract or rule or regulation of the Board.
- d. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
- e. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

STEP 3

If, after ten working days, the written complaint is still unresolved, it can be transferred, by the claimant to the Superintendent of Schools who shall, within ten working days thereafter, meet with the claimant and such other personnel as necessary in an attempt to resolve the matter.

STEP 4

If the claim is not resolved at the Superintendent's meeting, the claim can be transferred, by the claimant, to the Secretary of the Board of Education, with a

written statement of each party's position, within five working days of the conclusion of the Superintendent's meeting.

STEP 5

A committee of Board of Education members shall hear said grievance within 30 calendar days of the receipt of the written statement of the parties. During any such hearing, each party may have legal counsel present if they so desire, provided advance notice of counsel's presence be given at least forty-eight hours prior to the hearing. Notice of the hearing time, place and date shall be given the claimant and the person against whom the complaint was originally made at least seventy-two hours prior to the hearing. Both parties shall be permitted to present their statements relative to their positions and substantiate same with such valid competent evidence as each deems necessary. Upon conclusion of the hearing, the Board of Education shall render its decision, in writing, within twenty days thereafter.

The filing or pendency of any claim under the provisions of this policy shall in no way operate to impede, delay or interfere with the right of the School Board to take the action complained of or to authorize or ratify its continuance, subject however, to the final decision of the claim.

If, because of the position of the claimant on the Chart of Organization any of the procedural steps are inapplicable, they are hereby declared to be waived.

So as to avoid multicentricity of claims, if the nature of the claims or the relief demanded is such as to compel the addition of other similarly situated claimants, they shall be joined by action of the School Board for purposes of the hearing at Step 5 and any decision reached shall be equally effective as to them.

A complaint instituted by more than one complainant must have absolute mutuality of interest in the subject matter and in the result or relief sought. Such mutual claim shall be instituted at the highest level applicable to the positions on the Chart of Organization occupied by the mutual complainants.

XXIII. CONCLUSION

- A. On or about May 1 of the year in which this Handbook expires, representatives of the H.V.E.P.A. and the Board shall initiate discussions concerning the policies which govern the employment of para-professionals.

- B. Signed copies of this Handbook shall be printed at the expense of the Board within thirty (30) days of its acceptance by the Board of Education. It will be the responsibility of the H.V.E.P.A. to distribute copies to all para-professionals.

- C. This Handbook shall become the policy of the Board of Education as of the date of its acceptance by the Board. The policies set forth herein shall remain in effect until June 30, 1990, except as modified in accordance with I. Purpose.

- D. The wage scale for all para-professionals shall be listed in the Appendix which shall be attached hereto and made part of this Handbook. The wage scale shall be made effective retroactively to July 1, 1988. No other policy or provisions included in this Handbook shall be considered to be effective prior to the Board's acceptance of this Handbook.

APPENDIX

HURON VALLEY EDUCATIONAL PARA-PROFESSIONAL WAGE SCALE 1988-90

1. The anniversary date shall be defined as the date of hire as a para-professional. The anniversary date shall be the determining factor for placement on the wage scale.

2. The Para-Professional Wage Scale shall apply to all para-professionals on the H.V.E.P.A. seniority list without consideration of the total hours each para-professional is working.

3. The Para-Professional Wage Scale for all H.V.E.P.A. Para-Professionals shall be:

	<u>1988-89</u>	<u>1989-90</u>
Starting Hourly Rate	\$5.53	\$5.86
After One Year	\$6.07	\$6.43
After Two Years	\$6.62	\$7.02
After Five Years	\$7.16	\$7.59
After Ten Years	\$7.70	\$8.16
After Fifteen Years	\$8.25	\$8.75

LONGEVITY

\$100	-	After 10th year of service
\$200	-	After 15th year of service
\$300	-	After 20th year of service

HURON VALLEY EDUCATIONAL
PARA-PROFESSIONALS
ASSOCIATION

BOARD OF EDUCATION

Carolyn M. Hutchins
Its President

Jane H. Doyle
Superintendent

Judith A. Perie
Its Vice President

Gerald A. Collins
Chief Negotiator

Agreed: July 21, 1988

By The Huron Valley
Educational Para-Professionals
Association

and

By Huron Valley Schools
Board of Education

