

6/30/97

AGREEMENT

between

CHARLOTTE MESPA

and

CHARLOTTE BOARD OF EDUCATION

July 1, 1994 to June 30, 1997

Charlotte Public Schools

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AGREEMENT

between

CHARLOTTE PARAPROFESSIONAL ASSOCIATION/MESPA

and

CHARLOTTE BOARD OF EDUCATION

This Agreement entered into this ____ day of February 1995, by and between the Board of Education of the Charlotte School District, Charlotte, Michigan, hereinafter called the "Board" and the Charlotte Paraprofessional Association/MESPA, hereinafter called the "Association."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all paraprofessionals. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter by referred to as paraprofessionals and reference to female personnel shall include male personnel.
- B. The Board agrees not to negotiate with any educational paraprofessional organization other than the Association for the duration of this Agreement.
- C. When used hereinafter, the term "paraprofessional" shall include all paraprofessionals, except substitute paraprofessionals. Substitute paraprofessionals are those employed as a temporary replacement for absent paraprofessionals.

ARTICLE 2 - AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association to pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction the Employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Association,

deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for voluntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the paraprofessional has remitted the service fee to the Association or authorized payroll deduction for same.

B. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the employer shall deduct one-twentieth (1/20) of such dues, assessments, and contributions from twenty (20) consecutive pay checks beginning in September of each year. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of paraprofessionals from whom the deductions have been made.
- E. The Board shall, upon joint approval of the Association and Board, also make payroll deduction upon written authorization from paraprofessionals for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.
- F. The Association will certify at least annually to the district, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Association also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Association's procedures whereby non-members of the Association can challenge service fees established by the Association as well as with respect to the proper identification and allocation of Association expenditures which have been characterized by the Association as properly chargeable to bargaining unit members who do not choose to become members of the Association.

The Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Association bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be

observed.

G. Save Harmless Clause - In the event of legal action against the Employer (including each Board member, administrator, or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employer give timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgement of a Court or administrative agency as a direct consequence of the Employer's compliance with this Article. The Association also agrees that neither it or its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.

ARTICLE 3 - NEGOTIATION PROCEDURE

A. A paraprofessional engaged during her working day in negotiations on behalf of the Association with any representative of the Board or required to participate in any grievance procedure including arbitration, shall not incur loss of salary when same has been mutually scheduled by both parties or the arbitrator.

- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted practice, agreement, policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 4 - EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby recognizes that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any paraprofessional in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any paraprofessional with respect to hours, wages, terms, or conditions of employment by reason of her membership in the Association of collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Association and its members shall have the right, subject to prior approval of the Supervisor in charge, to use school building facilities at all reasonable hours for meetings at no charge to the Association. The Association shall be responsible for any damages caused to school facilities by virtue of Association use. Bulletin boards shall be made available to the Association.
- C. The Board agrees to furnish to the Association, in response to the reasonable requests, information readily available in the form maintained by the Board which will assist the Association in performing its obligations in collective bargaining or which may be necessary for the Association to process any grievance or complaint.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, national origin, handicap/disability, age, sex or marital status.

The Board and the Association additionally recognize and declare that their commitment to non-discrimination may require reasonable accommodation of handicapped or disabled employees and accordingly agree to jointly confer with any employee making such a request. Where necessary to make a reasonable accommodation, the seniority or other provisions of this Agreement shall be waived in order to enable the Board to take all actions necessary to comply with any accommodations required by law.

- E. Each paraprofessional shall have the right, with prior notice, to review the contents of her own personnel file. A representative of the Association may, at the paraprofessional's request, accompany the paraprofessional for this review. A written statement, for inclusion in the personnel files, may then be provided by the paraprofessional for response to any and all materials that are kept in the file. All such documents and records shall be kept at the Personnel Office and will not be removed from said office. Authorized school district personnel shall have access to such files. No material contained in the paraprofessional's personnel file shall be reviewed by others (except designated administrative, and clerical personnel), without written permission of the paraprofessional. Provided, however, that the District shall be entitled to release such information in connection with a judicial, quasi-judicial or administrative proceeding, in responding to a request under the Freedom of Information Act, or in order to comply with applicable laws. In such cases, the paraprofessional shall be notified that the information has been released.

ARTICLE 5 - BOARD RIGHTS

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the state of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of paraprofessionals and their working conditions, which are not inconsistent with the provisions of this Agreement or violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.
- B. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the School District reserves and retains full rights, authority and discretion to control,

supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE 6 - ASSOCIATION RIGHTS

- A. Only authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use internal mailboxes for communication to its members. However, this shall not be interpreted to require the District to process any such mail through the District's internal mail system.
- C. Members of the Association selected to attend a function of the Association shall be allowed time off without pay to attend such functions. No more than fifteen (15) days per year will be allowed. Normally, no more than one (1) paraprofessional will be allowed to attend such functions from any one (1) building. In the event that more than one (1) paraprofessional, but no more than two (2), is selected from one (1) building and their absence would not disrupt school operations, the parties agree to work together to accommodate the needs of each other. No more than three (3) paraprofessionals may be absent under this provision at any one time. If possible, two (2) weeks notice will be provided to the administration when such time is needed.

ARTICLE 7 - VACANCIES AND TRANSFERS

A. Definitions

- 1. An "assignment" is defined as the number of hours doing a particular job at a particular job site. Jobs and job sites could be combined to make an assignment. (The job site for a Health Care Paraprofessional is the school(s) which the student with whom the Paraprofessional works attends.)
- 2. A "transfer" is a voluntary or involuntary change of assignment.
- 3. A "vacancy" is:
 - a. A newly created position.

- b. Additional time of one (1) hour or more which is to be added to a current assignment.
- c. A position that is open due to the permanent separation of a bargaining unit member.
- d. A position that is temporarily filled pending posting.

B. Tentative Assignments

- 1. Paraprofessionals will be given notice of their tentative assignment for the subsequent school year during the third week of May.
 - a. The tentative assignment shall be the same as assignment and hours for the current school year (less any hours that were added temporarily without being posted) unless:
 - 1) The position to which the paraprofessional is assigned will not be in existence the following year.
- or-
- 2) In case of Health Care Paraprofessionals, the student to which the paraprofessional was assigned will no longer be in attendance
- b. The tentative assignment shall be to the same grade level assignment to the extent that it is possible. If no changes have occurred in a particular position, then the administration must make every attempt to place the paraprofessional who held the position the previous year into that same position. This does not mean "same teacher".
- 2. Assignments given during the third week of May are tentative. Any paraprofessional who does not wish to accept the tentative assignment must respond in writing within five (5) working days to her building principal or, in the case of Special Education and Health Care Paraprofessionals, to the Director of Special Education. All known vacancies for the following school year will be posted during the first week of June.

Vacancies which occur due to the June posting and new positions which arise over the summer will be posted two weeks prior to the beginning of the school year. A copy of the posting(s) will be mailed to bargaining unit

members at the time of posting. It is the responsibility of the bargaining unit member to have a correct summer mailing address on file with the Personnel Coordinator.

- a. The District shall notify the paraprofessional as soon as possible regarding any reassignment which is made after the paraprofessional has received a tentative assignment.
- b. It is recognized that for the first fifteen (15) student session days of a school year it may be necessary for paraprofessional assignments to grade levels or teachers be different in order to provide building wide support and to begin the year successfully. Further, it may be necessary to add hours to a position in order to meet enrollment and/or program demands.

When the position needs have been fully determined, all attempts will be made to have paraprofessionals in the positions that they held the previous year provided that no changes have occurred in that particular position.

- c. For those paraprofessionals who hold multiple assignments, the administration will attempt to provide an assignment as close to what they had the previous year recognizing that some changes will most likely occur due to such factors as class sizes, schedule changes, etc.

C. Assignment Procedure

1. Any vacancies occurring after the June posting, including any additional hours (in excess of one hour) which have been or are to be attached to current assignments shall be posted two weeks prior to the beginning of school and filled in accordance with the following procedures.

The procedures specified below shall also be followed for vacancies occurring between marking periods, including any additional hours (in excess of one hour) which are attached to current assignments. These vacancies shall be posted two (2) weeks prior to the end of the marking period, with the exception of the final marking period of an academic year.

- a. Any vacancies resulting from the filling of these vacancies shall be posted and filled in accordance with the following procedure except as is limited by paragraphs D and E of this Article.

- b. Paraprofessionals whose positions are eliminated for the following year shall use the assignment procedures to determine their assignment.

2. Procedures

- a. All vacancies shall be posted for at least five (5) working days on the bulletin board in each school building. A copy of the general job description for the classification (if in existence) shall be available from the Personnel Coordinator. For assignments serving students with unique needs, information regarding job content is available from the building administration or Special Education Director. All posted vacancies must be applied for through the central office, in writing, to be submitted by the last day of the posting period.

- b. When filling vacancies, the Board shall consider the seniority and qualifications of the applicants.

"Qualifications" will include record of past performance, job related experience, training, educational requirements as well as any job qualifications established by relevant district, state, or federal statute or regulation.

If qualifications are equal, seniority will prevail.

- c. Internal applicants shall be interviewed and evaluated before any applicants from outside the bargaining unit.

- D. If a vacancy (number 2) is created as a result of a paraprofessional filling another posted vacancy, the Board shall post the vacancy and fill it in accordance with the procedures above. If additional vacancies are created (number 3 or more) within a classification other than Special Education as a result of filling vacancy number 2, the Board may fill the vacancy without posting until two weeks prior to the end of the marking period at which time it will be posted in accordance with the procedures specified in paragraph C of this Article.

- E. Vacancies in the Special Education Classification will be posted as they occur to appropriately meet the needs of students.

- F. Notwithstanding the above, vacancies shall first be offered to a laid off bargaining unit member who is qualified for the open position.

- G. Should a position be entirely eliminated through a reduction in force and then be reinstated during the current or immediately following school year, the paraprofessional who previously held that assignment at the time of layoff will be offered the first opportunity to return to that specific restored assignment. In such instances, the District shall not be required to post the open position.

ARTICLE 8 - EVALUATION

- A. It is the responsibility of the Board to evaluate the performance of paraprofessionals. Evaluations will be conducted by the principal or his/her designee. The principal or designee shall use the supervising teacher(s)' evaluation in determining the paraprofessional's total evaluation. The paraprofessional shall continue to receive a copy of the teacher's evaluation as well as that of the principal or designee.
- B. Probationary paraprofessionals will be evaluated at least once before the end of their probationary period.
- C. Paraprofessionals with less than one (1) year's seniority will be evaluated at least once after their probationary period and before the end of the first year.
- D. All other paraprofessionals will be evaluated at least once per year. All evaluations shall be completed by the end of the second week of May.
- E. The paraprofessional will receive a copy of the completed evaluation(s) and will sign the evaluation to indicate they have seen it.
- F. The paraprofessional may disagree with any portion of the evaluation and state the reason, in writing, within five (5) school days. These written comments shall be attached to the evaluation and placed in the paraprofessional's personnel file.
- G. The evaluation of paraprofessionals and the criteria used are not subject to the grievance and arbitration procedures. It is understood, however, that any discipline of a non-probationary paraprofessional which is brought to rise due to an adverse evaluation is subject to the grievance procedure.
- H. A joint paraprofessional/administrator committee will develop and recommend to the Superintendent a form to be used in evaluations. The committee will make periodic review of the evaluation form and provide the Superintendent with suggested

changes.

ARTICLE 9 - LAYOFF AND RECALL

A. Classification shall be as set forth in Appendix A. The classifications in this bargaining unit are:

1. Special Education
2. Media
3. Chapter 1
4. General Education

Seniority shall be defined as the length of continuous service from the employee's most recent date of hire in the bargaining unit. Leaves of absence and periods of layoff shall not be considered breaks of service and seniority shall accrue during such periods. Ties in seniority shall be broken by a drawing conducted in the presence of Board and Association representatives.

- B. In September and May of each year, the Board shall publish and distribute to the President of the Association a copy of the complete seniority list for members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Agreement. If there is no challenge to the seniority list within thirty (30) days of its distribution to the Association, such list shall be considered conclusive for purposes of this Agreement.
- C. When a reduction of hours or elimination of a position becomes necessary within a building, the reduction will occur by position.
- D. The Board will provide the paraprofessional with ten (10) working days notice prior to any layoff or reduction of three (3) hours or more per day, except in emergency situations.
- E. In the event that the Board finds it necessary to reduce the number of positions or reduce the number of hours in any position by three (3) hours or more per day after the first fifteen (15) student session days of school, the layoff or reduction will be done by position.
- F. Any paraprofessional receiving notice of layoff or reduction of three (3) hours or more per day shall have the option to exercise her seniority to bump the least senior paraprofessional who has the same number or closest number of

hours in the sequence provided below.

A paraprofessional may bump into the next category (in the order as listed below) if 1) she is the least senior paraprofessional within the category, or 2) a less senior paraprofessional within the category has the same number of hours as the paraprofessional who is bumping.

Categories

1. Movement within same classification within same building.
 2. Movement within same job within the classification, but to a different building.
 3. Movement within the same classification to a different job.
 4. Movement within another classification.
- G. In no event shall a paraprofessional exercise this option to increase her number of hours worked per day. Further, in order to exercise this option, the paraprofessional must be qualified (as defined in Article 7C(2)(b) of this Agreement) for the position into which she desires to bump.
- H. Paraprofessionals wishing to exercise the option to bump, as described above, must notify the central office, in writing, no later than five (5) working days after the reduction of hours or layoff occurs or within five (5) working days of being bumped. Failure to notify the central office within the five (5) working day period will result in a waiver of the option to bump.
- I. Paraprofessionals shall exercise this option to bump no more than twice per school year and not more than once during any sixty (60) calendar day period.
- J. Recall
1. Laid off paraprofessionals shall be recalled in order of seniority to open positions for which they are qualified (as defined above).
 2. No new paraprofessional shall be employed by the District until paraprofessionals on layoff have been recalled to open positions for which they are qualified.
 3. The Board shall give written notice of recall from layoff by mailing a certified letter, return receipt, to the paraprofessional at her last address on file with the School District. Such notice shall be issued at least

five (5) days prior to the date of return to work. The obligation to keep the personnel office informed of the employee's current address for purposes of mailing a recall notice is the responsibility of the paraprofessional.

4. Pending the return from layoff of a paraprofessional, the Board shall have the right to temporarily fill the position at the Board's discretion.
 5. No paraprofessional shall be recalled to a position that has more hours than a position held by a paraprofessional who is not on layoff status. In that event, the position shall be posted in accordance with the requirements of Article 7 of this Agreement.
 6. The paraprofessional shall report to work upon the date specified by the Board in the recall notice except in extenuating circumstances (such as unavailability due to illness). Failure to report on the date shall result in termination of the paraprofessional's employment and seniority rights with the District.
- K. Laid off paraprofessionals shall automatically be added to the substitute list.
- L. There shall be no obligation to recall a paraprofessional who has been laid off for thirty-six (36) months or a period equal to her length of service to the District, whichever interval is greater.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- A. All paraprofessionals hired or rehired into the bargaining unit shall start at the base pay.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment. The Association shall not represent discharged and disciplined probationary employees for other than Association activity.
- C. A newly hired paraprofessional shall be on a probationary status for sixty (60) work days, taken from and including the first day of employment. This period may be extended by the Board, on an individual basis, for an additional thirty (30) work days. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, she may be disciplined or dismissed by the Employer during this period without recourse to the grievance

procedure in Article 11.

A paraprofessional who is awarded a position in a classification under this Agreement different than a classification previously held in this bargaining unit shall be subject to a probationary period of thirty (30) work days, taken from and including the first date of employment in the new classification. If at any time prior to the completion of the thirty (30) work day probationary period, the employee's work performance is unsatisfactory, she may be returned to her former classification by the Employer without recourse to the grievance procedure in Article 11. This shall not preclude the District from discharging the employee during her probationary period for reasons related to performance which are unrelated to the change in job classification. During the thirty (30) working day probationary period the Employer shall have the right to use a substitute or otherwise temporarily fill the position previously occupied by the bargaining unit member and shall not be required to post the same as a vacancy until the above period has expired.

Probationary employees who are absent for any reason during their probationary period shall work additional days equal to the number of days absent and such paraprofessional shall not have completed her probationary period until these additional days have been worked.

- D. The probationary period shall not include vacation days (i.e. Christmas break, Spring break, summer recess).

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is defined as an alleged violation of a specific article or section of this Agreement.
2. The term "paraprofessional" may include any individual or group covered by this Agreement.
3. The "Grievant" is the person(s) making the claim.
4. The term "days" when used in this section, shall mean consecutive working days which the paraprofessional is employed.
5. The term "Association Representative" shall include the Association's designee beginning with the verbal conference of the procedure.

B. Purpose:

The purpose of the procedure set forth in this section is to provide relief of an alleged violation to the grievant, as quickly as possible, of any condition as defined in Part A(1) of this section.

C. Procedure:

1. Time Limits - The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be extended by mutual agreement.
2. Verbal Conference - In the event the paraprofessional feels she has a basis for a grievance, she shall first discuss it with her principal within three (3) days from the time of the incident over which the paraprofessional is aggrieved. The paraprofessional may request to have a union representative present at this discussion in an attempt to resolve the problem.
3. Step One - If after the verbal conference the paraprofessional still believes the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the principal within five (5) days of the verbal conference. Within five (5) days after the presentation of the written grievance, the principal shall give a written response to the grievant.
4. Step Two - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made by the principal in the time provided, the grievance shall be submitted to the Superintendent or his designee within three (3) days. Within five (5) days after receipt of this grievance, a meeting with the aggrieved paraprofessional and a maximum of three (3) representatives of the union with the Superintendent or his designee shall be scheduled in an effort to resolve the grievance. Within three (3) days after the hearing, the disposition, in writing, of the grievance shall be returned to the grievant.
5. Step Three - If the grievance is not resolved at Step Two, the Association shall refer it in writing to the Board of Education within three (3) days after the receipt of the decision at Step Two. The Board shall hold a hearing on the grievance within ten (10) days or designate one (1) or more of its members to hold a hearing within that time period. The Association shall have an opportunity to present its views at this step. Within five (5) days of this meeting, the Board shall

render a decision on the grievance and present it, in writing, to the aggrieved, the Association representatives, the principal and the Superintendent.

6. Step Four - If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is submitted to the Board within fifteen (15) days after the date of the Board's written decision at Step Three. Within five (5) days after the date of this written notice to the Board, the Association must file a request for arbitration with the American Arbitration Association unless the parties have mutually agreed to an arbitrator. The arbitrator must then be selected according to the rules of the American Arbitration Association, and the case shall be heard and presented in accordance with these same rules. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The decision of the arbitrator shall be binding upon the Association, its members, the paraprofessionals involved, and the Board. The parties may mutually agree to use the American Arbitration Association expedited arbitration procedure.

The arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision, in writing, within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted, in writing, and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

- D. Costs - The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses will be borne by parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

All arbitration hearings shall be held in the school district.

- E. Nothing contained herein shall be construed to prevent any individual paraprofessional from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement.

ARTICLE 12 - WORKING CONDITIONS

- A. All paraprofessionals shall fully, faithfully and properly perform the duties of their employment.
- B. All paraprofessionals who are assigned to work five (5) or more hours per day shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) consecutive minutes, without pay, unless mutually agreed upon otherwise with the immediate supervisor.
- C. Paraprofessionals will be provided with a fifteen (15) minute rest period for an uninterrupted work period of more than 3.75 hours. The rest period shall be cooperatively scheduled with the paraprofessional's supervising teacher. Paraprofessionals receiving a lunch period shall not be entitled to a rest period under this paragraph unless they meet the 3.75 hour uninterrupted work period requirement.
- D. A one day in-service may be scheduled covering topics of District need. This day will be paid if the District requires paraprofessionals to attend.
- E. Paraprofessionals will be scheduled to work when students are in session. Paraprofessionals assigned to work when students are not in session will be notified at least one (1) week in advance.
- F. In an effort to equalize hours allocated to paraprofessionals within a building, the District shall first assign available office duties to those available paraprofessionals within a building who have less than a six (6) hour assignment. Paraprofessionals will be compensated for this work at the appropriate rate of pay, consistent with their current hourly rate.

ARTICLE 13 - PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by a paraprofessional reflect adversely upon the associates and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending paraprofessional and to the Association.

ARTICLE 14 - COMPENSATION

A. Salary Schedule - Hourly Rate

	July 1, 1994 <u>(1994-95)</u>	July 1, 1995 <u>(1995-96)</u>
Step I	5.06	5.16
Step II (After 2 years)	5.95	6.07
Step III (After 3 years)	7.54	7.69
Step IV (After 8 years)	7.80	7.96

Longevity: \$.20 per hour after 10 years service
\$.25 per hour after 15 years service

Special Education Paraprofessionals (for positions within the Special Education Classification in Appendix A) shall receive initial placement at Step II, but shall not progress to Steps III and IV until the requisite years of service have been met.

All 1994-95 rates shall be retroactive to July 1, 1994. However, Special Education paraprofessionals shall receive retroactivity on the basis of the Step I rate (1994-95) of \$5.06. Effective upon ratification, they shall be moved to Step II at the 1994-95 rate.

- B. A paraprofessional shall advance on the Salary Schedule on the anniversary date of hire. The Association shall notify the Business Office of the anniversary date.
- C. The Retirement Fund contribution shall be paid by the Board. The parties recognize that the structure of the school calendar for the 1989-90 academic year may result in some regularly employed paraprofessionals not receiving full retirement service credit under Section 68 of the Michigan Public School Employee's Retirement Act. Accordingly, a paraprofessional who would have otherwise worked a full 170 school days at least 6 hours per day and would have otherwise acquired eligibility for full service credit under the Retirement Act of the 1989-90 academic year, shall be permitted to work the requisite 170 days to establish retirement credit eligibility for the 1989-90 school year. Provided, that in no event shall the Employer be required to provide more than two additional days of work to any paraprofessional in order to satisfy the retirement service

credit eligibility standards. Further, the Employer shall not be required to extend any additional work opportunities to paraprofessionals whose working hours or days are reduced due to factors other than the structure of the school calendar for the 1989-90 academic year. The parties agree that this provision shall not constitute a precedent beyond the 1989-90 school year.

- D. Alteration in the normal workday will be subject to the approval of the paraprofessional's building principal.
- E. Paraprofessionals need not report to work on days when school is closed due to Acts of God or other conditions not within the control of school authorities. If the school receives State Aid in full under the State Aid Act for the days when school is closed, paraprofessionals will receive their full compensation. Employees shall work on any rescheduled days at their normal rate of compensation.
- F. Paid Holidays:
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - New Years Day
 - Memorial Day
- G. In-School Suspension Rate
 - 1994-95: \$7.53
 - 1995-96: \$7.68

ARTICLE 15 - LEAVES OF ABSENCE

A. Eligibility

Paraprofessionals who have successfully completed their probationary period with Charlotte Public Schools may request a leave of absence under the following provisions.

B. Personal Health/Disability Leaves

1. A leave of up to one (1) year will be granted to a paraprofessional for the purpose of recovering from a personal serious health condition or disability, including maternity and related conditions. Application for this leave must be filed with the personnel office at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the employee as soon as is practicable under the circumstances.

2. The Board has the right to receive medical certification from the paraprofessional's health care provider regarding the necessity for serious personal illness/disability leave taken under this section. Medical inquiries under this Section shall be in conformance with the requirements of the Family and Medical Leave Act and its implementing regulations. The paraprofessional will facilitate and cooperate in the furnishing of such information.

C. Family Health/Disability Leaves

1. After one (1) year of service with Charlotte Public Schools, a paraprofessional will be granted a leave of absence without pay for the purpose of caring for an immediate family member with a serious health condition or disability.

Application for this leave must be filed with the personnel office at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the paraprofessional as soon as is practicable under the circumstances.

"Immediate family" shall include: the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters and any other person for whose financial or physical care the paraprofessional is principally responsible. The application for this leave will be accompanied by a doctor's statement verifying the need for the requested leave.

D. Parental/Adoptive Leave

Parental leave shall be granted for a period of up to one (1) year if the paraprofessional has a child of four (4) years of age or less. Application for this leave must be filed with the Personnel Office at least thirty (30) days period to the anticipated beginning of such leave, except in cases of emergency. In the latter event, notice shall be given by the paraprofessional as soon as is practicable under the circumstances.

Any paraprofessional may apply for an adoptive leave without pay. The decision to grant such leave is at the discretion of the Board of Education except where the leave is required to be granted to an eligible paraprofessional under the Family and Medical Leave Act. When first notified of acceptance as an adoptive parent by the adoption agency, the paraprofessional desiring adoptive leave shall apply to the Personnel Office for an adoptive leave which shall commence

when the paraprofessional assumes custody of the child and shall continue for the duration of the school year unless a longer period of leave for this purpose is required to be granted to an eligible paraprofessional under the Family and Medical Leave Act. Upon request of the paraprofessional, the leave may be extended for an additional school year.

E. Educational Leave

1. A paraprofessional who has been on the staff of the Charlotte Public Schools for a minimum of one (1) year, and who has a record of satisfactory service, may request and shall be granted a study leave for a period of up to one (1) year. The request shall indicate the institution, planned course of study and the planned name(s) of classes and number of credits to be earned each semester/term.
2. Leaves must be for District semester durations.
3. Study leave shall be without pay and fringe benefits.
4. A paraprofessional being granted a leave of absence for study shall advance on the salary schedule as the paraprofessional would have advanced had the paraprofessional been employed in the Charlotte Public Schools, provided a transcript is filed with the central office indicating successful completion of classes identified in the request for Educational Leave.

F. Return from Leave of Absence

1. A paraprofessional returning from or requesting an extension of a leave of absence must notify the Central Office not later than thirty (30) days prior to the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit.

Paraprofessionals returning from leave shall be placed in any existing opening (with the equivalent number of hours) available for which they possess seniority and are qualified (as defined in Article 7C(2)(b) of this Agreement) in the building of their assignment immediately prior to taking leave.

If no such vacancy exists at the time of return from leave, the paraprofessional will be able to utilize her seniority to be placed in her former position if the assignment still exists and is held by a bargaining unit member with less seniority. If the returning

paraprofessional does not possess sufficient seniority to bump into her former assignment, she shall have the right to bump the least senior paraprofessional in the District occupying an assignment for which the returning paraprofessional is qualified (as defined above) and possesses sufficient seniority.

If placement upon return from leave is not possible through the procedures described above, the paraprofessional shall be placed on lay off status at the conclusion of the leave.

Compliance with the above standards shall be regarded as restoration to an equivalent position for purposes of the Family and Medical Leave Act.

2. Positions made available due to leave of absences that, upon request, will last six (6) months or longer, will be posted. All other positions available due to leaves will be filled by substitutes until the return of the paraprofessional on leave.

G. Family and Medical Leave Act

Leaves granted under Sections B, C, and D of this Article to eligible paraprofessionals shall be regarded as taken under the Family and Medical Leave Act of 1993 and shall be counted toward allotment of such leave to a paraprofessional.

H. Leave for Other Purposes

Jury Duty - The paraprofessional who received a jury duty interview and appearance notice must notify the Central Office within one (1) school day of such notice, if possible. If paraprofessionals are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty, if their work schedule permits. It is understood and agreed that paraprofessionals shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, paraprofessionals must furnish the Board with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty. Any paraprofessional found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

A leave of absence with full pay not chargeable against the paraprofessional's sick leave shall be granted for court appearance when subpoenaed as a witness in any case connected

with the paraprofessional's employment or the school (except adversarial situations between the District and paraprofessional or District and Association), provided the paraprofessional pays to the District any sums received as witness fees.

I. Compensable Leave

1. Sick Leave - Paraprofessionals shall be credited with ten (10) days sick leave at the beginning of the school year, accumulative to sixty (60) days which shall be available to them in future years.
 - a. Paraprofessionals hired after the beginning of school will be credited with one (1) day of sick leave for each month that they are employed. Should a paraprofessional start work between the 1st and 15th of the month, a full month's credit will be given for sick leave. After the 15th of the month, the paraprofessional shall wait until the following month to receive sick leave credit.
 - b. Sick leave pay will accrue based on the number of hours that the employee is normally scheduled to work.
 - c. Paraprofessionals absent for reason of sickness less than one-half of their normally scheduled hours will have only one-half sick day deducted from their credited sick leave.
 - d. Compensable leave shall be granted in accordance with the following conditions:
 - (1) Personal Illness - Illness or injuries not requiring an unpaid leave of absence. Child birth and recovery shall be handled as any other temporary medical disability.
 - (2) Illness or serious injury to the immediate family - Absence necessitated because of the need of the personal attendance of the employee. (Immediate family shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care the paraprofessional is principally responsible.)
 - (3) Bereavement - Leave of absence with pay chargeable against sick leave allowance shall be granted up to five (5) days for a death in

the immediate family or friends when arranged and approved by the supervisor. Paraprofessionals who have worked two (2) years as a paraprofessional in Charlotte Public Schools shall not be charged sick leave for up to two (2) bereavement days per school year. If more than one (1) member of the immediate family dies in the same year at separate occasions, up to five (5) additional days of credited sick leave will be granted for this purpose.

- (4) Any paraprofessional who is absent because of an injury or disease compensable under the Workers Disability Compensation Act shall make a written election of one of the following options at the time she becomes eligible for Workers' Compensation benefits:
- a) The paraprofessional may utilize her accumulated sick leave for each day absent provided that she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Paraprofessionals shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - b) The paraprofessional may elect to receive workers' compensation benefits only.
 - c) The paraprofessional may elect to receive the difference between her regular compensation and the amount received as workers' compensation benefits. Such difference in compensation shall be computed on a percentage basis, and this percentage shall be deducted from the paraprofessional's sick leave accumulation. (For example: if workers' compensation pays 60% of full pay, sick leave will only pay 40% and the sick leave accumulation shall be charged .4 of a day or each day so used.) Paraprofessionals shall only be eligible to access this alternative if they have sufficient sick leave accumulation.)
- (5) For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against an

eligible paraprofessional's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the paraprofessional. This shall apply to:

- a) Sick leave which is utilized pursuant to paragraph I(d)(2) of this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a paraprofessional must make arrangements for necessary medical and/or nursing care.
 - b) Sick leave which is utilized under this Article due to a serious health condition which renders the paraprofessional unable to perform the functions of her job.
- (6) If it is necessary to lose time for appointments; doctor, dentist, etc., the paraprofessional has the option of making up the time rather than incurring the loss of salary with the prior approval of the principal.
- (7) Two (2) personal business days, not chargeable to sick leave, shall be granted to paraprofessionals who have been employed at least two (2) years in Charlotte Public Schools as a paraprofessional. Paraprofessionals with less than two (2) years of service shall have two personal business days available, chargeable to sick leave. Paraprofessionals requesting a personal business day shall file a notice forty-eight (48) hours prior to the day requested. The following restrictions and conditions shall apply:
- a. Personal business days must be used for sound, pressing and unavoidable reasons that cannot be conducted other than on a school day.
 - b. Personal business days shall not be accumulated from year to year. However, a paraprofessional who has been employed at least two (2) years in Charlotte Public Schools as a paraprofessional shall have unused days credited to her accumulated sick leave.

- c. Personal business leave days shall not be used the last day before a vacation, holiday or school recess, nor on the first day after a vacation, holiday or school recess.
 - d. Personal business leave days shall be used in increments of not less than one-half (1/2) days, i.e., one-half (1/2) day shall be charged for one-half (1/2) day or less, and one (1) full day shall be charged for over one-half (1/2) day and up to one (1) full day.
- J. The Board may approve requests for leaves for reasons other than cited in this Article.

ARTICLE 16 - RESIGNATION

- A. Any paraprofessional desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any paraprofessional who resigns from her position will automatically lose all seniority with the Charlotte Public School system.

ARTICLE 17 - RETIREMENT

- A. In the event employment is terminated, the paraprofessional may be entitled to refund of payment made to the Retirement Fund. Application forms are available in the Central Accounting Office.

ARTICLE 18 - DEFINITIONS

- A. For purposes of this Agreement, the term "Supervisor" shall refer to the Building Principal and the term "Board" shall include administrative personnel.
- B. Full time paraprofessionals shall be defined as employees on six (6) hours per day or, if school is in session less than six (6) hours, full time is for the length of the day students are in session.

ARTICLE 19 - INSURANCE

- A. Paraprofessionals have the right to enroll in the Blue

Cross/Blue Shield Health Insurance Program described below, provided that the paraprofessional is responsible for payment of applicable premiums unless otherwise specified in this Article.

1. The following is the description for health insurance coverage for eligible bargaining unit members: Blue Cross/Blue Shield comprehensive hospital, semi-private, DCC MVF-1, 2+1, D45NM, SAT2, SOT-PE, GLE-1, HCB-1, COB-3, FAERC, CC-CLC, PRE100, ML:PPNV-1, \$5.00 prescription co-pay-PDCM.

B. For paraprofessionals employed twenty-five (25) hours or more per week and who have worked in the Charlotte Public Schools as a paraprofessional for at least one (1) year, the District will pay sixty (60%) percent of the single subscriber rate to be applied toward the Blue Cross/Blue Shield health insurance plan offered by the District. The District's contribution shall increase to eighty percent (80%) of the single subscriber rate after the paraprofessional has been employed in that capacity by the District for two (2) years. After eight (8) years of employment in the District as a paraprofessional, the District's contribution shall increase to ninety percent (90%) of the single subscriber rate.

"Years" of employment, for purposes of this Article, shall be measured as of the paraprofessional's most recently completed year of service (by employment anniversary date) as of the close of the annual insurance open enrollment period. Adjustment in "years" of employment for purposes of determining the District's premium contribution for an eligible paraprofessional shall only be made during the annual open enrollment period.

Examples:

1. The paraprofessional was initially hired by the District on September 1, 1986. She will have completed eight (8) years of employment by the conclusion of the annual open enrollment period on September 30, 1994. The District is accordingly responsible for contributing ninety percent (90%) of the single subscriber health premium rate.

2. The paraprofessional was initially hired by the District on November 4, 1989. She will have completed four (4) years of employment by the conclusion of the open enrollment period on September 30, 1994. The District is accordingly responsible for contributing eighty percent (80%) of the single subscriber health premium rate.

C. The balance of health insurance premiums shall be payroll deducted.

- D. The Board shall provide employees with \$10,000 of life insurance with an Accidental Death and Dismemberment rider.

ARTICLE 20 - HEALTH CARE PARAPROFESSIONALS

- A. The parties acknowledge that the policy of least restrictive environment and inclusion of handicapped pupils is legally mandated. It is also recognized that paraprofessionals have shared the responsibility for promoting the successful implementation of a student's IEP and for participating in the delivery of special education and related services to such pupils as those terms defined in 34 CFR 300.13.
- B. If delivery of the related school health services is necessary to provide a handicapped student with a free appropriate public education, as mandated by applicable state or federal statute, those functions may be assigned to a qualified paraprofessional. Where clean intermittent cauterization, nasal suctioning, tracheotomy care or similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each responsible paraprofessional.

The district shall provide training to employees required to perform such services at no cost to the employee. Further, the employee shall be compensated for time spent in training.

This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedure. The district shall also have the prerogative to require training in the above procedures of paraprofessionals who may not be assigned primary or ongoing responsibility with regard to a particular handicapped pupil.

- C. Any employee who is not currently performing such services, shall, if in the future required to perform such services, be entitled to an unpaid leave without loss of seniority if he/she believes that he/she will not be able to perform the required services. The employee shall be given the opportunity to apply for any subsequent vacancies that may arise in accordance with his\her qualifications, seniority and the provisions of the Master Agreement.
- D. Employees required to perform such services shall be paid seventy-five cents (\$.75) per hour (increased to \$1.00 per hour effective second semester 1994-95) in addition to their regular hourly wage set forth in Article XIV of the Master Agreement.

- E. Any paraprofessional working as a backup for the employee designated to perform these services shall be compensated at the Health Care Aid rate for time spent performing these services.

ARTICLE 21 - MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. A committee of paraprofessionals and administrators shall be formed to review and make recommendations on the job description for paraprofessionals. Paraprofessionals shall be provided a copy of the job description on request.
- D. Parties agree to share equally the costs of printing this contract. Sufficient copies will be provided for all members of the Association.
- E. The Association agrees that strikes by public employees as defined by Section 1 of the Public Employment Relations Act of Michigan, as amended, are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.
- F. The Superintendent may require that a paraprofessional submit evidence (from appropriate medical practitioners) of physical or mental ability for purposes of: verifying eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Superintendent has reasonably founded concerns related to job performance or safety; or to assess a paraprofessional's fitness for return to duty.

If the Superintendent has a basis for disagreement with information provided by the paraprofessional's medical practitioner, the paraprofessional is subject to examination

by an appropriate practitioner selected by the Board. The Board shall pay the cost of any physical or mental examination under this section.

ARTICLE 22 - DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification and shall remain in effect until June 30, 1997. Provided, that the provisions of Article 14 shall be retroactive to July 1, 1994. There shall be a reopener for 1996-1997 consisting of wages, insurance, and two (2) other Articles selected respectively by the Board and the Association. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement is entered into this 13th day of February, 1995 by the parties:

CHARLOTTE PARAPROFESSIONAL ASSOCIATION/MESPA

By *Shirley Jean Briggs*
Its President

By *Debra A. Kelley*
Its Chairperson, Negotiating Team

CHARLOTTE BOARD OF EDUCATION

By *Fanel M. Anderson*
Its President

By *William Callahan*
Its Secretary

APPENDIX A

PARAPROFESSIONAL CLASSIFICATIONS

Special Education	Media	Chapter 1	General Ed. Student Supervision
Classroom Assignments Mandated	General Media	Instructional/Supervision	Classroom Supervision
EMI Classrooms	Computer Management	Reading/Math Center	Lunchroom/Playground Supervision
EI Classrooms Elementary/Secondary		Program Clerical Needs	Bus Supervision
Classroom Assignments Non-mandated			Before/After School Supervision
Health Care LRE Positions Youth Facility			Copy and Clerical Work Copy Center Additional Student Assignments
Specialized Special Ed. Support positions as determined by IEPC			In-School Suspension

