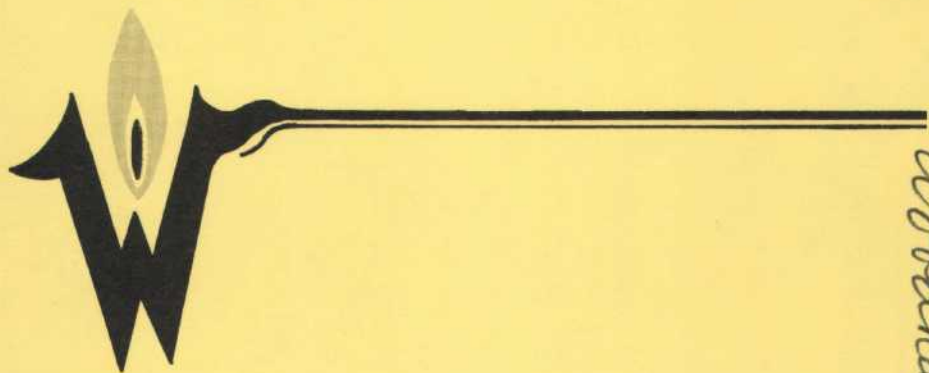


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8/28/91



Woodhaven School District

**1988 — 1991
AGREEMENT
between the
Woodhaven School District
and the
Woodhaven Instructional
Paraprofessional
Association**

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as authorized by the provisions of Act 336, P.A. of 1947, as amended, (including Act 379 of 1965) as the sole and exclusive bargaining representative for all Woodhaven Instructional Paraprofessionals. The definition of an "instructional paraprofessional" is a person who works directly with students (under the direction or supervision of a teacher or administrator) to assist and support the educational program of the Woodhaven School District. The following are excluded:

Administrators
Clerical Staff Personnel
Maintenance/Custodial Personnel
Transportation Personnel
Cafeteria Personnel
Playground and Lunchroom Personnel
Teachers
Substitute Employees

The term "paraprofessional" when used in this Agreement shall refer to all employees who have been hired by the Board or its representatives as instructional paraprofessionals.

Nothing contained herein shall be construed to deny or restrict to any paraprofessional, rights he/she may have by reason of state or federal law, constitution, or rulings of agencies thereof. Any reference to female paraprofessionals shall also include male paraprofessionals.

The Board agrees not to negotiate with or recognize any paraprofessional organization other than the Woodhaven Instructional Paraprofessional Association for the duration of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations to:

- a. Direct employees of the school.
- b. Hire, promote, transfer, assign and retain employees in position and to suspend, demote, discharge or take other disciplinary action against employees.
- c. Relieve employees from duties because of unsatisfactory performance.
- d. Maintain the efficiency of the school operations entrusted to the Woodhaven School District.
- e. Determine the methods, means and personnel by which such operations are to be conducted.
- f. Take whatever action may be necessary to carry out the functions of the Woodhaven School District in maintaining a personalized educational program.

The exercises of those powers, rights, authority, duties and responsibility by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE III
ASSOCIATION RIGHTS

SECTION A - BUILDING USE

The Association and its representatives shall have the right to use school buildings at all reasonable hours provided a building permit has been issued.

SECTION B - PROPERTY USE

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with their job or interrupt normal school operations.

SECTION C - FACILITIES AND EQUIPMENT USE

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all other types of audio/visual equipment at reasonable times when such equipment is not otherwise in use or interrupting normal school operations. The Association shall pay for the cost of all materials and supplies incident to such use. The Association agrees to be responsible for the financial loss due to careless or negligent use of school premises and school equipment while carrying out Association business. No equipment shall be removed from the school premises without the consent of the Administration.

SECTION D - BULLETIN BOARDS

The Association shall have the right to post notices of activities and materials of Association concern on bulletin boards in each school building. The Board will designate space on the bulletin board. The Association representatives

ARTICLE III (continued)

shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or nonpartisan politics shall be posted. The Association may have the use of any available free District mail service and mail boxes for communication to teachers and paraprofessionals and shall provide U.S. postage if required.

SECTION E - SCHOOL BOARD MINUTES

The Board agrees to furnish to the Association president a copy of the minutes and agenda of all regularly scheduled Board meetings.

SECTION F - MEMBER NON-DISCRIMINATION

Membership in the Association shall be open to all paraprofessionals regardless of race, creed, sex, marital status or national origin in accordance with Articles I and IV of this Agreement.

SECTION G - PERSONNEL RELEASED TIME

A paraprofessional engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of salary. Every effort shall be made to conduct grievance procedures and/or negotiation meetings outside of normal school hours.

SECTION H - ASSOCIATION REPRESENTATIVE LISTS

The Association shall furnish the employer with written notice of the names of its Association representatives by September 30th of each year and any changes that may occur during the remainder of the school year shall be reported within ten (10) working days of the occurrence.

ARTICLE III (continued)

SECTION I - ASSOCIATION RELEASED TIME

The Woodhaven Instructional Paraprofessional Association will be allocated four (4) days to be used by the president and/or his/her designee(s) to attend Association conventions and conferences. Notification must be made in advance and on forms generally provided by the School District, if available.

The Board, upon request of the Association President, shall arrange with the President's and/or designee's supervisor for release time to attend meetings requested by the Board.

SECTION J - NON-DISCRIMINATION - OTHER

The Board agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Board or any representative against any employee because of Association membership or because of an employee's acting in an official capacity on behalf of the Association and/or the MEA/NEA.

SECTION K - PRIVATE LIFE

The private life of a paraprofessional is his/her own affair unless the employee's conduct should adversely affect his/her relationship with students or the discharge of the employee's responsibilities.

SECTION L - PARAPROFESSIONAL RESPONSIBILITIES

No instructional paraprofessional shall be responsible for materials or facilities when not on duty, provided building security procedures have been followed.

ARTICLE III (continued)

SECTION M - ATTENDANCE AT CONFERENCES

When the Board requests that paraprofessionals attend selected professional programs, conferences, visitations and/or to view other media or special education programs, funds shall be made available to defray the expenses of meals, lodging, travel and fees.

ARTICLE IV
PAYROLL DEDUCTIONS

SECTION A - AUTHORIZED DUES DEDUCTION

Any paraprofessional who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including MEA/NEA. The Association will make every reasonable effort to deliver this authorization to the Business Office within ten (10) working days after the opening of the school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the paraprofessional each month for ten months, beginning in September and ending in June of each year provided, however, that one month's dues shall be deducted for any portion of a month worked and shall not be owed for any month prior to employment and actual work.

SECTION B - MONTHLY DEDUCTIONS

The deduction of membership dues or fees shall be made from the second paycheck each month from all paraprofessionals covered by Article I of the Agreement for ten (10) months beginning in September and ending in June of the year, and the Board agrees to remit to the Association all monies so deducted accompanied by a list of the paraprofessionals from whom the deductions have been made.

SECTION C - PAYROLL DEDUCTIONS

Upon appropriate written authorization from the paraprofessionals, the Board shall deduct from the earnings of the paraprofessional and make appropriate remittance for annuities, one of three designated credit unions, saving bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

ARTICLE IV (continued)

SECTION D - PAY PERIODS

Wages shall be paid every two weeks following the commencement of the paraprofessional's first day of work and consistent with the District's regular pay period schedule. When a payday falls during a holiday, pay shall be delivered to the building before the end of the paraprofessional's normal working day on the last day of school preceding that holiday. In addition, each individual paraprofessional shall have the option of twenty-six (26) equal payments of his/her annual salary. The checks for periods during the summer recess when school is not in session shall be mailed directly to the employee.

REPRESENTATION FEE

SECTION E - AGENCY SHOP

Any instructional paraprofessional who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the date of commencement of duties, shall, as a condition of employment, pay a service fee to the Association an amount determined by the Association, provided that the instructional paraprofessional may authorize a payroll deduction for such fee in the same manner as provided in the preceding Section. In the event that an instructional paraprofessional shall not pay such representation fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Section, the Board shall, at the request of the Association, terminate the employment of such instructional paraprofessional. The parties expressly recognize that the failure of any instructional paraprofessional to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

ARTICLE IV (continued)

SECTION F - DISCHARGE PROCEDURE

The procedure in all cases of discharge for violation of this Article shall be as follows:

The Association shall notify the instructional paraprofessional of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

SECTION G - SAVE HARMLESS

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this paragraph of Article IV of the collective Agreement. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this paragraph.

ARTICLE V

STAFF REDUCTION

SECTION A - REDUCTION

In the event that a staff reduction becomes necessary due to lack of finances or a decrease in student enrollment, the following procedure will be utilized:

Recognizing the problem as stated to the unpredictability of millage elections and/or the availability of state and federal funds, the Board agrees to discuss with the Association the possibility of a reduction of staff at the earliest possible date. At this time, the Association will be provided with available facts, rationale and reasons for need to layoff staff. Paraprofessionals whose positions are in jeopardy shall be notified of their layoff in writing fifteen (15) school days prior to layoff.

SECTION B - SENIORITY DATE

If a staff reduction becomes necessary, layoff shall be according to seniority. Employees with the least seniority shall be laid off first. If a senior employee's job is eliminated, then that senior employee replaces the least senior employee working the same or greater number of hours at the time of layoff. If the least senior employee's position requires special qualifications, which are unique to the position, then the senior employee may replace the next least senior employee in the same manner as determined above. When an employee accepts a new position, he/she shall serve a trial period of sixty (60) calendar days. During such trial period, his/her desire to remain on the job and his/her ability to perform the job satisfactorily shall be the determining factors for job permanency. If the trial employee does not remain in the position during such trial period, the senior paraprofessional then replaces the next least senior employee and the trial period shall begin again. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. The accumulation of seniority shall begin from the bargaining unit member's first day of work, pending the Board of Education approval of the hiring of the paraprofessional. In the event more than one (1)

ARTICLE V (continued)

paraprofessional is hired at the same time, a number drawing will immediately be held to determine top seniority.

Seniority will be credited on a monthly basis. Ten (10) months' credit will equal one (1) year. No more than ten (10) months' accrual can be credited for each school year. No seniority credit shall accrue for work in summer school, during unpaid leaves of absence of thirty (30) or more calendar days, or during periods of layoff. Seniority accrued during such periods prior to September 1, 1988 will not be retroactively adjusted.

Effective September 1, 1988, bargaining unit members scheduled to work less than twenty (20) hours per week will accrue a half month of seniority for each month of service.

SECTION C - SENIORITY LIST

A district-wide seniority list shall be established and presented to the Association. This list shall be updated at the beginning of each school year or prior to a reduction in force. The names of paraprofessionals on leave shall remain on the seniority list.

SECTION D - RECALL

Laid off paraprofessionals will be recalled to their position or to vacancies in reverse order of layoff. All accumulated wage step increments, sick days and job rights will resume upon recall. Any paraprofessional called back to a classification other than the one he/she left will serve a sixty (60) calendar day probationary period during which time he/she will be evaluated to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job satisfactorily, provided supervisory inservice training has occurred.

If (1) or (2) is invoked in this Section, then the paraprofessional will revert to layoff status until such time a position becomes available for which he/she qualifies.

ARTICLE V (continued)

SECTION E - BENEFITS FOR LAID OFF PARAPROFESSIONALS

1. A paraprofessional that has been released because of staff reduction shall, if he/she desires, have priority on the substitute list, provided job qualifications and skills can be met and shall be paid at the current substitute rate of pay. In the event a laid off paraprofessional is called in to specifically substitute in his/her classification for five (5) or more consecutive work days, he/she will be paid at a rate equal to the present rate of pay at his/her step at the time of said layoff.
2. Any paraprofessional who qualifies for retirement during the reduction year may be permitted to work that year so as to acquire needed service, if possible.
3. Leaves of absence may be granted by the Board upon written request and approval when reduction of staff is necessary in compliance with Article XIII - Leaves of Absence.
4. During said reduction, such reduced paraprofessionals shall receive no insurance benefits at the Board's expense. Laid off paraprofessionals may elect to continue insurance benefits, if available, at their own expense. This Section is contingent upon approval of insurance carriers and Board requirements for payment of premiums.

SECTION F - LOSS OF SENIORITY

Anyone leaving the bargaining unit shall lose all bargaining unit seniority rights.

ARTICLE VI

HOURS, TERMS AND WORKING CONDITIONS

SECTION A - WORK YEAR

The work year shall be the Board adopted annual calendar for paraprofessionals. The work year is subject to change to meet the needs of the individual programs or emergency situations (see Appendix A). Paraprofessionals will work one (1) week prior to and one (1) week after the Board adopted annual calendar. A paraprofessional may utilize flexible scheduling during the week preceding and following the Board adopted calendar, subject to the approval of the supervisor.

SECTION B - WORK DAY

The work day for employees covered by this Agreement shall be established by the administrator of Personnel. Hours shall be equalized for those bargaining unit members initially employed in a bargaining unit position for six (6) or more hours per day. This provision, however, shall not apply to the Latch Key program or to those employees initially hired to work less than six (6) hours per day.

Employees that are assigned work in addition to their normal assignment shall be compensated at the rate of \$1.50 per hour in addition to their regular hourly rate for the duration of the additional assignment. Exceptions that involve an increase of more than four (4) hours per week shall be posted as a vacancy in accordance with Article VII of this Agreement.

SECTION C - LUNCH PERIOD

Paraprofessionals who work three (3) or more hours shall be provided with a non-paid lunch period of not less than thirty (30) minutes. Specific lunch periods must be approved by the immediate supervisor and/or building principal.

ARTICLE VI (continued)

SECTION D - REST PERIODS

Paraprofessionals who work three (3) or more consecutive hours will be provided with one fifteen (15) minute rest period for every three (3) hour period worked and not to exceed two (2) rest periods per day. Rest period(s) must be approved by the immediate supervisor and/or building principal.

SECTION E - STAFF MEETINGS

Each paraprofessional, if required by their building administrator to attend staff meetings or inservice meetings as part of their regular assignment, shall be compensated.

SECTION F - ASSIGNMENT SCHEDULE

All instructional paraprofessionals shall be notified of their assignment in writing no later than the last day of the school year.

SECTION G - T.B. TEST

T.B. tests will be given according to present Board policy.

SECTION H - ASSAULT

Any case of assault upon a paraprofessional during working hours shall be promptly reported to the Board or its representative. The Board will provide initial legal consultation at no charge to advise the paraprofessional of his/her rights and obligations to such assault in connection with the handling of the incident by law enforcement and judicial authorities. This initial consultation shall be interpreted to mean no more than one (1) meeting and shall not include courtroom representation.

ARTICLE VI (continued)

SECTION I - SUPERVISOR

Paraprofessionals shall be notified in writing of his/her immediate supervisor at the beginning of each school year.

Overtime shall only be authorized by the immediate supervisor.

SECTION J - SCHOOL CLOSING

Scheduled days of student instruction which are not held because of conditions not within control of school authorities such as inclement weather or health conditions as defined by city, county or state health authorities, shall be rescheduled in accordance with state regulations with the first two (2) such days in a school year not being rescheduled.

If the total School District is closed due to an "act of God", scheduled paraprofessionals will receive full pay for regularly scheduled hours.

Regularly scheduled hours missed as a result of school being closed shall be rescheduled by the paraprofessional with their immediate supervisor prior to the end of their normally scheduled calendar.

SECTION K - INDIVIDUAL BUILDING CLOSING

In the case where a single building must be closed due to mechanical failure, fire, vandalism and other calamities, management has the right to temporarily reassign paraprofessionals who are scheduled to work. In any case, employees who are sent home will receive full pay. Paraprofessionals will not be required to work under hazardous conditions. If a paraprofessional is required to work in a building where the calamity occurred prior to the building opening for normal school operations, the paraprofessional will be paid double-time.

ARTICLE VI (continued)

SECTION L - MILEAGE

Any paraprofessional who has a job assignment outside of this School District will receive mileage as provided for in Article XVII, Section F, of this Agreement.

SECTION M - PROBATIONARY PERIOD

Newly hired paraprofessionals shall serve a sixty (60) work day probationary period. Any scheduled work days missed shall extend the probationary period. Probationary employees are subject to termination at the discretion of the Board and such termination is not subject to the grievance procedure.

ARTICLE VII

VACANCIES AND TRANSFERS

SECTION A - POSTING

Whenever a vacancy shall occur in an instructional paraprofessional position in the School District, the Board shall publicize the same by posting such vacancy in every school building for at least seven (7) calendar days and send a copy of the posting to the president of the Association. No vacancy shall be filled except on a temporary basis until the end of the posting period.

SECTION B - FILLING VACANCIES

Any instructional paraprofessional may apply for posted vacancies. In filling such vacancy, the Board will consider the paraprofessional's length of service, record of past performance, qualifications and skills, and ability to perform in the position. Vacancies in the instructional paraprofessional bargaining unit will be filled from within if interest is shown through applications.

Employees assigned to a vacancy shall serve a trial period of forty (40) work days. During such trial period, his/her desire to remain on the job and ability to perform satisfactorily shall be the determining factors for job permanency.

During the trial period, the position vacated by the paraprofessional shall be filled by a substitute employee. In the event the paraprofessional elects to return to his/her prior position, he/she shall not be eligible to apply for another posted vacancy for a period of twelve (12) months from the date of return to his/her prior position.

SECTION C - TRANSFER REQUEST

If an instructional paraprofessional desires to be transferred to a posted position, he/she shall apply in writing to the Woodhaven School District Personnel Office during the posting period. Consideration will be given as outlined in Section B above.

ARTICLE VII (continued)

SECTION D - EMERGENCY TRANSFERS

The parties agree that involuntary transfers of employees are to be minimized and avoided, whenever possible. Advance notice should be given prior to the start of the workday, whenever possible.

SECTION E - STAFFING INFORMATION

A letter shall be sent to the Association president informing him/her when the position is filled and by whom.

SECTION F - REASSIGNMENT OUTSIDE OF THE DISTRICT OF MORE THAN 15 MILES

When a reassignment outside of the District requires a current paraprofessional to travel more than fifteen (15) miles from the Board Office, that paraprofessional may have the option of taking a leave of absence as per Article XIII, Section D - Other Leaves. After the leave of absence expires, the paraprofessional must accept an assignment within two (2) days of being offered another position or his/her employment is terminated.

If the current paraprofessional takes a leave of absence instead of the assignment outside of the School District, then the position shall be offered to current working paraprofessionals.

If no working paraprofessional accepts the position, then it shall be offered to a laid-off paraprofessional. If a laid-off paraprofessional declines the work, then he/she may lose unemployment benefits but shall retain recall rights. The position shall then be posted.

ARTICLE VIII

EVALUATION

SECTION A - WRITTEN EVALUATION

The evaluation of the work of paraprofessionals is the exclusive responsibility of the assigned administrators. In order that each paraprofessional may be aware of his/her strengths and weaknesses, a written evaluation will periodically be given to each first year paraprofessional. After the first year, paraprofessionals will be evaluated once a year prior to March 31st, and once every two (2) years after the third year provided the paraprofessional is in the same position. When a paraprofessional is transferred to a different position, he/she will be evaluated once a year for the first two (2) years. The written evaluation will include a statement of strengths and/or weaknesses. If weaknesses are noted, the evaluation will include a statement of the improvements desired. A conference shall take place with the paraprofessional and supervisor following each evaluation. If a paraprofessional's general evaluation is rated unsatisfactory, he/she may request a second evaluation prior to May 31st to show improvement.

SECTION B - EVALUATION SCHEDULE

At the beginning of each school year each paraprofessional will be informed by their immediate supervisor as to their approximate formal evaluation date(s). First year employees will be evaluated a minimum of three (3) times during the first year of employment.

SECTION C - EVALUATION CONFERENCES

All evaluations will be discussed with the paraprofessional before they are submitted to the Superintendent or his/her designee and shall bear the signatures of the principal, the paraprofessional and any other supervisory person involved in the evaluation.

ARTICLE VIII (continued)

SECTION D - REBUTTAL

Copies of the evaluation shall be submitted to the paraprofessional and the Association within fifteen (15) work days after the formal evaluation. The paraprofessional then has the option, within ten (10) work days, to respond in writing regarding their concerns about the evaluation. This response shall be attached to the formal evaluation.

SECTION E - PERSONNEL FILE

Each paraprofessional shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the paraprofessional's request, accompany the paraprofessional in this review and shall be made in the presence of the Administrator of Personnel or his/her designee. Each paraprofessional shall receive a copy of all communications, including reprimands, that are entered into their personnel file. Each paraprofessional shall have an opportunity to respond in writing to all reprimands and have their response attached thereto.

SECTION F - SUBSTANDARD EVALUATIONS

The evaluations of a paraprofessional which results in a less than satisfactory work rating shall constitute the foundation for suspension and dismissal as defined in Article IX - Suspension and Dismissal.

ARTICLE IX

SUSPENSION AND DISMISSAL

SECTION A - RULES AND REGULATIONS

Paraprofessionals are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

SECTION B - REPRESENTATION

A paraprofessional shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of the rules or delinquency in performance. When a request for such a representative is made, no action shall be taken with respect to the paraprofessional until such a representative of the Association is present.

SECTION C - SUSPENSION AND/OR DISMISSAL

Suspension and/or dismissal shall be made for the following reasons:

1. Undesirable conduct according to the job description, work schedule, and policies and procedures of the building and/or program to which they are assigned and not inconsistent with the provisions of this Agreement.
2. Nonsatisfactory evaluations.

SECTION D - DISCIPLINARY ACTION

In the event the immediate supervisor and/or building principal deem there is a reasonable and just cause for disciplinary action, and proper inservice by a qualified professional person has been carried out, they shall:

1. Discuss the cause with the paraprofessional and Woodhaven Instructional Paraprofessional representative in a conference. The conference shall include the immediate cause of the reprimand, the notice on how to correct the problem, and the next step the

ARTICLE IX (continued)

supervisor intends under this procedure if the problem is not corrected. This shall be considered an oral reprimand. The name of the supervisor and the date of the oral reprimand will be recorded in the employee's personnel file.

2. If, as a result of the oral reprimand, the behavior does not improve, the paraprofessional shall receive a written reprimand with copies sent to the Woodhaven Instructional Paraprofessional representative and the Administrator of Personnel. This written reprimand will include the specific nature of the problem, how it is to be resolved, and what will happen if correction does not take place.
3. If, as a result of the written reprimand, the behavior does not improve, the paraprofessional shall be suspended without pay up to three (3) days, with written notice provided of the nature of the problem, how it can be corrected and what will happen next if correction does not take place.
4. If, as a result of the suspension, and, upon return to work, the behavior does not improve, the paraprofessional may be discharged and all benefits ceased.

SECTION E - JUST CAUSE

No paraprofessional who has completed the probationary period shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, including adverse evaluation of a paraprofessional's performance by the Board or representative thereof, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the paraprofessional and the Association.

ARTICLE I
GRIEVANCE PROCEDURE

SECTION A - DEFINITION OF A GRIEVANCE

A grievance is a claim that is made by a paraprofessional or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances will be processed as hereinafter provided.

Failure to respond on the part of the Administration constitutes denial of the grievance on behalf of the Administration.

Failure on the part of the Association to respond within the established time limits at any level of the grievance procedure constitutes the grievance being dropped.

SECTION B - PROCEDURE

LEVEL I

In the event that a paraprofessional believes there is a basis for a grievance, he/she shall (within ten (10) school days from the occurrence or knowledge of the occurrence) discuss the alleged grievance with his/her immediate supervisor and/or principal either personally or accompanied by his/her Association representative.

LEVEL II

If, as a result of the informal discussion with the immediate supervisor and/or principal, a grievance still exists, the grievant may submit the grievance in writing within ten (10) school days, using the proper forms, to the building principal signed by the grievant and/or a representative of the Association.

Within ten (10) school days of receipt of the grievance, the immediate supervisor and/or principal shall meet with the

ARTICLE X (continued)

paraprofessional and/or the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and furnish a copy thereof to the Association.

LEVEL III

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Administrator of Personnel. Within ten (10) school days of receipt of the grievance, the Administrator of Personnel or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association.

LEVEL IV

If the Association is not satisfied with the disposition of the grievance by the Administrator of Personnel or his/her designee or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Board, within ten (10) school days, by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance. A disposition in writing by the Board shall be made no later than ten (10) school days thereafter. A copy of such disposition shall be furnished to the Association.

LEVEL V

If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance shall be submitted to

ARTICLE X (continued)

arbitration within thirty (30) days. The arbitrator shall be selected and arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of arbitration shall be shared equally by the Board of Education and the Association. The arbitrator's decision shall be binding on both parties. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of the specific terms of the Agreement and shall be empowered to develop appropriate remedies within the context of this paragraph. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator will render a written decision within thirty (30) days from the final hearing.

GENERAL PROVISIONS

SECTION C - FORMS

Grievances must be filed on forms provided by the Association. The grievance shall contain the following information: individual(s) filing the grievance (except when filed on behalf of the Association); when the grievance occurred; where the grievance occurred; a brief description of the grievance; article(s) and section(s) of the Agreement violated; and relief requested. All grievance must be signed by the grievant and/or the Association representative.

SECTION D - MEETINGS

Any meetings or hearings held under Levels I through IV of this procedure shall be conducted before or after the working hours of the grievant except if the parties mutually agree to meet during working hours.

ARTICLE X (continued)

SECTION E - APPROPRIATE STEP

If a grievance arises from the action of authority higher than the principal of a school, it may be initiated at the appropriate step of this procedure.

SECTION F - ARBITRATOR AWARD

If any paraprofessional for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost or such other relief as the arbitrator may determine.

SECTION G - TIME LIMITS

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

SECTION H - PERSONAL COMPLAINT

If an individual paraprofessional has a personal complaint which he/she desires to discuss with a supervisor or principal, he/she is free to do so without recourse to the grievance procedure. However, if an individual paraprofessional proceeds as above, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present or shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

ARTICLE XI

CONTINUITY OF OPERATIONS

SECTION A - UNINTERRUPTED OPERATION

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Therefore, the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Woodhaven School District as defined by the Public Employment Relations Act.

SECTION B - UNFAIR LABOR PRACTICE

The Board and the Association also agree that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act 379.

ARTICLE XII

SICK LEAVE, BUSINESS, JURY DUTY, BEREAVEMENT

SECTION A - SICK LEAVE

1. Paraprofessionals shall be granted twelve (12) sick leave days each school year. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. Sick leave is to be used for illness or disability injuries resulting from accidents while not on the job.
2. After five (5) or more consecutive days of illness or disability, a medical certificate may be required before the employee may return to work.
3. Absence occasioned by an emergency illness in the immediate family (as identified in Section D) shall be allowed at full pay as in the case of personal illness and will be deducted from normal sick days.
4. In the event an employee uses up all of his/her sick leave days during a school year and then for any reason other than approved leaves then leaves the District prior to the end of the school year, the employee will have deducted one (1) day for each month he/she has left the District prior to the end of the school year.

SECTION B - TERMINAL PAY

Terminal pay shall be granted employees who leave the School District after three (3) years of employment. Such compensation shall be paid at the prevailing beginning hourly rate times 6.5 hours times the accumulated sick leave days limited to a maximum of forty (40) days. Upon retirement from the School District, the limit of accumulated sick days shall be fifty (50) days.

ARTICLE XII (continued)

SECTION C - PERSONAL BUSINESS

Each paraprofessional shall be credited with three (3) days per school year without loss of pay to take care of matters of business which cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulated. Personal business days that remain at the end of each school year will be added to the individual's sick leave allowance. It is expressly understood that business leave days are not to be used for personal pleasure. The paraprofessional may be asked by his/her supervisor to explain the reasons for any business leave requested. Business days requested immediately before or after a holiday or school vacation period should be avoided and may be denied. The paraprofessional must notify the principal as far in advance of such business days as possible.

SECTION D - BEREAVEMENT

Due to a death in a paraprofessional's or spouse's immediate family, there shall be granted three (3) days for local funerals and five (5) days for out-of-state funerals, provided the absences occur on scheduled consecutive work days. The term "immediate family" as used in this Section shall mean spouse, parents, children, grandparents, grandchildren, brothers or sisters and their spouses.

SECTION E - JURY DUTY

A paraprofessional called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the regular pay and the pay received for the performance of such obligation. The paraprofessional shall receive his/her regular salary for days spent in performance of such obligation then will reimburse the School District in the exact amount of his/her jury duty compensation, if any, minus any mileage allotment. Time spent in performing such obligation shall not be subtracted from any leave day provisions.

ARTICLE XII (continued)

SECTION F - WORKERS' COMPENSATION

1. BOARD COMMITMENT - The Board agrees to pay the difference between workers' compensation and the employee's normal take home pay (gross pay minus federal taxes, state taxes and F.I.C.A.) not to exceed a period of one (1) year.
2. DOCTOR'S STATEMENT - Before returning to work after an injury or injury-related operation, an employee shall present to the Central Office a statement from the doctor stating that the employee has satisfactorily recovered and is able to return to work without restrictions.
3. REINSTATEMENT - When an employee is ready and able to return to work, he/she shall be reinstated to his/her former position according to his/her seniority.
4. THIRD PARTY DECISION - In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work at the School District and the employee is not satisfied with the determination of the School Board's medical clinic, he/she may submit a report to the School Board from a medical doctor of his/her own choosing and at his/her own expense. If a dispute still exists, at the request of the Union, the director of the medical clinic and the employee's doctor shall agree upon a third doctor to submit a report to the School Board and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the School Board and the employee.

ARTICLE XIII
LEAVES OF ABSENCE

SECTION A - MATERNITY AND CHILD CARE LEAVE OF ABSENCE

Maternity and/or child care leaves of absence without pay for a period of up to one year plus any unfinished school year will be granted upon proper application and/or medical certification of pregnancy to any paraprofessional. This leave may be extended for an additional year(s) for child care upon written application and approval by the Board. It is further provided that:

1. Seniority accrual shall be consistent with the provisions of Article V, Section B. It is understood that the paraprofessional shall not accrue sick leave days or holiday benefits during the leave.
2. The paraprofessional may continue insurance benefits on a self-pay basis if approved by the insurance carrier.
3. Paraprofessionals, upon return, may be required to provide a physician's statement of the ability to perform all necessary duties and functions of the job assignment.
4. Paraprofessionals, upon return, will be reinstated to their former position or a position of like nature for which the paraprofessional is qualified to readily perform all duties and functions of the job assignment.
5. Paraprofessionals, upon return, will be placed at the same position on the salary schedule as they were at the beginning of said leave.
6. Paraprofessionals must provide a thirty (30) day notice of intent to return.

SECTION B - MEDICAL LEAVE OF ABSENCE

An employee who is unable to work and who furnishes satisfactory evidence thereof, after exhaustion of sick leave, may be granted a medical leave of absence without pay covering the period of such illness. Seniority accrual shall be consistent with the provisions of Article V, Section B. Hospital and

ARTICLE XIII (continued)

group life insurance premiums shall continue to be paid by the Board of Education to cover the extended illness of an employee for a period not to exceed one (1) year following the total use of accumulated sick leave days, but the employee will not accrue sick leave days or holiday benefits.

Return from the stated leave shall be conditioned upon medical proof of fitness and ability to perform all necessary duties and functions of the assignment.

SECTION C - PERSONAL LEAVE OF ABSENCE

Upon application to the Board with a statement of reason, a personal leave of absence may be granted to employees for a period of up to thirty (30) days. The statement shall not be read orally at a public Board of Education meeting. If necessary, this absence may be extended for an additional thirty (30) days. This leave is restricted to sixty (60) total days.

Seniority accrual shall be consistent with the provisions of Article V, Section B. Hospital and group life insurance premiums shall continue to be paid by the Board, but the employee will not accrue sick leave days or holiday benefits.

SECTION D - OTHER LEAVES OF ABSENCE

Other leaves of absence shall be granted upon proper application and approval by the Board to paraprofessionals who have at least two (2) years of service in the District. This leave shall last for up to one (1) year unless the leave is for political office or Association office. If the latter is the case, then the leave shall last for the term of the office. Paraprofessionals returning from such leave will be placed at the position in the wage schedule for which they were eligible at the start of the leave. Written request for reinstatement must be made thirty (30) days prior to the date of return.

ARTICLE XIV

NEGOTIATION PROCEDURES

SECTION A - NEW MATTERS

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. New matters not previously negotiated may be negotiated by mutual consent of both parties to the Agreement.

SECTION B - OPEN DATES

Between March 1st and March 30th, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year(s). Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within ten (10) days. There shall be nine (9) signed copies: three (3) copies for the Board, three (3) for the Association, and three (3) for the Superintendent.

ARTICLE XIV (continued)

SECTION C - AGENDA

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

ARTICLE XV

MISCELLANEOUS PROVISIONS

SECTION A - INDIVIDUAL CONTRACTS

Any individual contract between the Board and an individual paraprofessional recognized in Article I of this Agreement, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

SECTION B - BOARD POLICIES

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

SECTION C - LEGAL PROVISION

If any provision of this Agreement between the parties hereto shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

SECTION D - CONTRACT PRINTING

Copies of this Agreement entitled "Agreement between the Woodhaven School District and the Woodhaven Instructional Paraprofessionals Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all paraprofessionals now employed and hereafter employed.

ARTICLE XVI

WAGES

PARAPROFESSIONALS

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Beginning	\$6.19	\$6.62	\$7.08
After 60 Days	6.50	6.96	7.45
2nd Year	6.96	7.45	7.97
3rd Year	7.31	7.82	8.37
4th Year	7.64	8.17	8.74
5th Year	8.02	8.58	9.18

LATCH KEY SUPERVISOR

Beginning	\$7.50	\$8.03	\$8.59
After 60 Days	8.00	8.56	9.16

Incremental steps on the salary schedule will be paid according to the paraprofessional's years of service in the bargaining unit from the paraprofessional's last date of hire. The change in the method of granting incremental increases during negotiations of the 1988-91 Master Contract will not require any retroactive adjustments for periods prior to September 1, 1988.

ARTICLE XVII

INSURANCE BENEFITS

SECTION A - MEDICAL INSURANCE

The paraprofessional, his/her spouse and dependents shall be afforded health insurance benefits consistent with the Blue Cross/Blue Shield Four Point Plus insurance plan.

The paraprofessional will make his/her desires known by filling out the appropriate forms and sending them in writing to the Personnel Office no later than October 1st in any school year or within thirty (30) days after the employment of a new paraprofessional. Employees hired after June 30, 1986 working less than six (6) hours per day or under thirty (30) hours per week are not covered by this insurance. Employees hired prior to July 1, 1986 working less than four (4) hours per day or under twenty (20) hours per week are not covered by this insurance.

1. In the event that a paraprofessional is covered under another policy, the paraprofessional would not receive benefits from the School District health insurance coverage (medical payments are not duplicated if spouse has similar coverage). The paraprofessional may, however, waive the basic medical coverage and choose up to \$60.00 per month in optional insurance provisions and/or tax sheltered annuity which will be paid by the District. Provisions in excess of the limitations can be selected and the excess amount will be paid by the paraprofessional and covered under a payroll deduction.
2. Upon qualifications for medical insurance or option package, employees hired prior to July 1, 1986 will continue to receive said benefits if their hours are reduced in the future. Paraprofessionals hired prior to July 1, 1986 working more than four (4) hours per day

ARTICLE XVII (continued)

or over twenty (20) hours per week will not be eligible for medical insurance if the paraprofessional applies for and is granted a position scheduled to work less than four (4) hours per day or under twenty (20) hours per week. Medical insurance or options shall resume upon assignment to a position of six (6) or more hours.

The conversion from MESSA Super Med 2 to Blue Cross/Blue Shield Four Point Plus health care will transpire not later than January 1, 1989. The plan specifications for the Four Point Plus plan shall be those specifications provided to the teachers' bargaining unit. Effective with the conversion, those paraprofessionals eligible for medical insurance or taking options will receive an additional \$5,000 in Group Term Life Insurance.

No changes in plans, plan specifications, insurance underwriters, or insurance administrators will be made absent mutual agreement between the parties. Pre-existing conditions shall be covered in the transition from Super Med 2 to the Blue Cross/Blue Shield Four Point Plus plan.

The Board and Administration agree not to seek information concerning a paraprofessional's medical records or the specifics of claims history from Blue Cross/Blue Shield.

SECTION B - DENTAL INSURANCE

The Board agrees to provide Delta Dental Plan C (50/50) or its equivalent effective the ratification date of this contract. Also provided will be orthodontic benefits (Class III), Plan 0-1 (50%) - \$500 maximum including internal and external coordination of benefits.

SECTION C - LIFE INSURANCE

The Board will provide \$10,000 Group Term Life Insurance.

ARTICLE XVII (continued)

SECTION D - VISION INSURANCE

The Board shall provide M.E.S.S.A. Full Family I or its equivalent starting September, 1978.

SECTION E - MILEAGE

The Board will provide twenty cents (20c) per mile for travel pertaining to School District business.

ARTICLE XVIII

HOLIDAYS AND VACATION

SECTION A - HOLIDAYS

The Board will provide eleven (11) paid holidays for paraprofessionals. A paraprofessional qualifies for paid holidays once they work more than four (4) hours per day. Upon qualification for paid holidays, they will continue to receive them if their hours are reduced in the future.

- | | |
|----------------------------------|-------------------|
| 1. Labor Day | 7. New Year's Day |
| 2. Thanksgiving | 8. Good Friday |
| 3. Friday following Thanksgiving | 9. Easter Monday |
| 4. Christmas Eve | 10. Memorial Day |
| 5. Christmas Day | 11. Birthday |
| 6. New Year's Eve | |

SECTION B - VACATIONS

The Board will provide paid vacation days for paraprofessionals. A paraprofessional qualifies for five (5) paid vacation days once they work more than four (4) hours per day and one (1) full year of service. Upon qualification for paid vacation days, they will continue to receive them if their hours are reduced in the future.

ARTICLE XIX

DURATION OF AGREEMENT

- A. All practices will be filed in accordance with the language of this Agreement effective August 29, 1988 and all past practices inconsistent with this Agreement will be null and void at the time of ratification of the said Agreement.
- B. The duration of this Agreement will be considered in force from August 29, 1988 to August 28, 1991.
- C. IN WITNESS WHEREOF, the parties hereto agree that all terms, benefits and conditions of this Agreement are to become effective August 29, 1988 unless otherwise noted and have duly executed this Agreement on the 28th day of November, 1988.

WOODHAVEN BOARD OF EDUCATION

BY:

Robert Walicki
PRESIDENT

Richard H. Pore
SECRETARY

WOODHAVEN INSTRUCTIONAL
PARAPROFESSIONAL ASSOCIATION

BY:

Doug Farmer
PRESIDENT

Carol J. Urbanicki
SECRETARY

APPENDIX A

**WOODHAVEN SCHOOL DISTRICT
1988-89 SCHOOL YEAR
PARAPROFESSIONAL CALENDAR**

AUGUST
(29 30 31

SEPTEMBER
1 2
xx 6 7) 8 9
12 13 14 15 16
19 20 21 22 23
26 27 28 29 30

OCTOBER
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24 25 26 27 28
31

NOVEMBER
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DECEMBER
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JANUARY
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30 31

FEBRUARY
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MARCH
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() No students
xx Recesses

APPENDIX B

**WOODHAVEN SCHOOL DISTRICT
1989-90 SCHOOL YEAR
PARAPROFESSIONAL CALENDAR**

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xx Recesses

APPENDIX C

WOODHAVEN SCHOOL DISTRICT
1990-91 SCHOOL YEAR
PARAPROFESSIONAL CALENDAR

AUGUST
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SEPTEMBER
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JUNE
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24)

() No students
xx Recesses

APPENDIX D

**WOODHAVEN INSTRUCTIONAL PARAPROFESSIONAL ASSOCIATION
EVALUATION FORM**

NAME _____ PROGRAM _____
OBSERVATION DATE _____ CONFERENCE DATE _____
BUILDING _____

Place a check mark on the blank of the rating which best fits the employee.
Rank the topics below on a scale of 1-5 - 1 as Excellent, 2 as Good, 3 as Fair,
4 as Needs Improvement, 5 as Unsatisfactory.

A. Knowledge of Work	1	2	3	4	5
B. Quality of Work	1	2	3	4	5
C. Initiative	1	2	3	4	5
D. Accepts Responsibility	1	2	3	4	5
E. Dependability	1	2	3	4	5
F. Common Sense and Discretion	1	2	3	4	5
G. Attitude	1	2	3	4	5
H. Attendance	1	2	3	4	5
I. Punctuality	1	2	3	4	5
J. Personal Appearance	1	2	3	4	5
K. Public Relations	1	2	3	4	5
L. Cooperation with Staff	1	2	3	4	5
M. Cooperation with Management	1	2	3	4	5
N. Accepts Direction of Management	1	2	3	4	5

Observations/Recommendations

General evaluation of performance in present position:

- Very effective
- Effective
- Requires improvement
- Unsatisfactory

Possibility for continued employment:

- Excellent
- Good
- Fair
- Questionable
- Poor
- Not applicable

Recommend:

- Continue employment
- Terminate employment

Comments:

We have discussed this report:

_____ Date _____
Evaluator's signature

_____ Date _____
Paraprofessional's signature

Copies to: Paraprofessional
Evaluator
Personnel Director

APPENDIX E

MEMORANDUM OF UNDERSTANDING
LATCH-KEY SUPERVISOR

The parties agree that the provisions of the Master Agreement will apply to the Latch-Key Supervisor position(s) except as modified or otherwise set forth below:

1. Article V(B) will apply, however, no individual will be eligible to bump into the above referenced position without possessing all qualifications required by the Board of Education at the time any rights to bump are being exercised.
2. Article V(D) will apply, however, no individual laid off from another classification will be eligible for recall to the Latch-Key Supervisor classification without possession all qualification required by the Board of Education at the time any rights to recall are being exercised.
3. Article V(E) will apply, however, the Board of Education will not be required to utilize a laid off paraprofessional from another classification as a substitute Latch-Key Supervisor where the laid off paraprofessional has requested priority status on the substitute list and does not possess the necessary qualifications.
4. The second sentence in Article VI(B) will not apply.

It is further agreed that the last sentence in Article VI(B) will not apply to the Latch-Key Supervisor position(s) established prior to the conclusion of the 1987-88 school year provided the incumbent(s) remain in the position.

5. Article VI(C) will apply, however, a Latch-Key Supervisor must work four (4) or more hours to be eligible for a non-paid lunch period.
6. Article VI(D) will apply, however, the references to three (3) hours will be changed to four (4) hours.
7. Article VII(B) will apply, however, it is understood that an individual requesting consideration for a posted Latch-Key Supervisor position must possess all the qualifications required by the Board of Education at the time the request for consideration is received.

This Appendix will apply to the incumbent Latch-Key Supervisor, their replacements, or any person hired to fill additional Latch-Key Supervisor positions.

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