

6/30/96

A G R E E M E N T

between

CARROLLTON PUBLIC SCHOOLS
BOARD OF EDUCATION

and

CARROLLTON ASSOCIATION OF PARAPROFESSIONALS
MEA/NEA

1990-91

through

1995-96

Carrollton Public Schools

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AGREEMENT

This Agreement is made this 17th day of May, 1993 by and between the Carrollton Public Schools (hereinafter called the "Employer") and the Carrollton Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I RECOGNITION

A. Scope

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer.

All full time and regularly scheduled part-time paraprofessional employee personnel, excluding Administrators, Supervisors and all other employees.

B. Definitions

1. The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit.
2. For hourly employees, the term "full time employee" shall mean an employee who is regularly scheduled to work at least thirty (30) hours a week.
3. For hourly employees, the term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than fifteen (15) hours a week.
4. The term "substitute" shall mean a non-bargaining unit member who worked in the place of an absent employee during the absent employee's regularly scheduled hours and assignment except, bargaining unit members may substitute for each other without having to leave the bargaining unit.

ARTICLE II RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission.
- B. The Association acknowledges and declares support for providing a quality education for the children of the Carrollton School District; therefore, neither its representatives nor its individual members will discuss Union matters on paid school time.
- C. The Association may use the District's interschool mail service and mailboxes, as in the past, for communication to its members, provided distribution of the Association mail does not require the Board of Education to expend additional money or allocate

additional personnel time to perform such service. The Association may use the internal document delivery service of the Employer, without U.S. postage, and bargaining unit mail receptacles shall be provided in each building.

- D. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. However, since providing the students in the Carrollton School District with the best possible education available is the goal and function of all employees, volunteers, parents and members of the community. No one group of employees may claim the exclusive responsibility for any function.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.

All notices must be signed by a representative of the C.E.S.P.A. and a copy will be furnished to the building principal. These notices may not contain any personal attacks on any member of the Board or Administration.

ARTICLE III EMPLOYEE RIGHTS

- A. The Employer and the Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, gender, marital status, physical characteristics or handicap.
- B. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay or discharges.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than five (5) days of when discipline is imposed.

- C. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- D. There shall be no reprisal of any kind by administrative personnel taken against any party of interest or an Association representative by reason of participation in any procedures of this contract.
- E. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in any such review. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an

opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

- F. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury.
- G. The Board will establish a fund, not to exceed a total of six hundred dollars (\$600) in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into the school building, when the employee has in no way been negligent, to the extent that such loss is not covered by any insurance. The term "personal property" shall not include cash in any form. The terms "loss," "damage" and "destruction" shall not cover the effects of wear, tear and/or use. Employees who bring personal property into school for classroom use will be reimbursed for damages or loss or destruction only if permission is received in writing from the Principal to bring such property into school. The amount of liability accepted by the school must also be indicated in writing, not to exceed the amount mentioned above.

ARTICLE IV LAYOFF AND RECALL

- A. In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members provided those employees being retained are qualified to perform the available work. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume the position of the least senior employee in their own classification provided he/she is qualified to perform the job. If there is no one less senior in their classification, the affected employee may replace the least senior employee in any other classification provided they meet the necessary qualifications for that position.
- B. In the event of layoff, the Employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. With the approval of the Employer and the Union, bargaining unit members may, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.
- C. In the event of a reduction in the daily work hours of one hour or more in a classification, a bargaining unit member may use his/her seniority to regain his/her lost hours by displacing the least senior employee in that classification who has a work schedule equal to the more senior employee's schedule prior to the reduction, subject to the qualifications listed below in paragraph E.

- D. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in the classification from which they were laid off or to any position in a classification from which the employee had previously held seniority or to any position for which the employee is qualified.
- E. Qualifications for the purpose of the Contract shall be defined as prior experience in a position, and/or the necessary skills for the position as required on the most previous posting for the position.
- F. Notice of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be give five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.
- G. The CESP/MEA shall be given a copy of the layoff list.
- If there is disagreement concerning the layoff list, the CESP/MEA shall have the right to meet with the representatives of the Board to attempt to resolve the disagreement.
- H. Employees shall be given notice within thirty (30) days of when the Board of Education takes action.

ARTICLE V
MEMBERSHIP DUES, FINANCIAL RESPONSIBILITY FEES
AND PAYROLL DEDUCTION

- A. Any member 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, assessments and contributions in the Association (local, state and national). The Association shall certify to the Board, in writing, the amount of said dues, assessments and contributions. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined by law. Pursuant to such authorization, the Board shall deduct, pro-rated over the number of checks issued, assessments and contributions from the regular salary check of the member each month for ten (10) months, beginning in September and ending in June of each year. Any member who shall not perform services for any entire month of the school year (September through June) shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the member taking any paid leave of absence or paid sick leave provided for in this contract.

- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of probation or the effective date of this Agreement, whichever is later, join the Association or 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 procedure provided below. Such monies shall be remitted to the Association or its designee no less than once per month.
- C. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested with a copy to the Board. Said notice shall detail the non-compliance and shall provide ten (10) days for 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.
 2. 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 B above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- D. Any dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. 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 non-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.
- F. The following members of the bargaining unit shall be exempt from compliance with sections A and B of the Article:
1. Those people who are members in good standing of a religious order that has a bona-fide tenet of its faith, a prohibition against membership in a labor organization and payment of a service fee to a labor organization (as described in sections A and B in this Article). To claim exemption under this subsection,

a person shall be required to provide verification, from a minister of his/her church that he/she is a member in good standing of the church and that the church prohibits compliance with section A and B of this Article.

- G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board for any damages and costs or claims of any type which may be assessed against the Board as the 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 other tribunal.
 3. The Association has the right to choose the legal counsel to defend any such suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- H. Upon appropriate written authorization from the member, the Board shall deduct from the salary of any member and make appropriate remittance for annuities or credit union, where five (5) or more employees request deductions, savings bonds, United Way or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VI BOARD RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Board reserves and retains, solely and exclusively, all of its Common Law rights to manage the school system, as such rights existed prior to the execution of this or any other previous agreement with the Union or any other union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision; to determine work hours and methods; to establish or continue policies, practices and procedures for the conduct of the school and, from time to time, to change or abolish such policies, practices or procedures; the right to determine and, from time to time, redetermine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue operations or to discontinue their performance by employees of the District; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees

ARTICLE VII
HOURS OF WORK

- A. Hours of work per day and days of work per year shall be determined by the Employer.
- B. Lunch periods shall be at least 30 minutes, duty free and uninterrupted.
- C. The Administration, after consultation with the Union's in-service committee, shall determine the necessity and appropriateness of paraprofessional in-service.
- D. Paraprofessionals may take a ten (10) minute break for each half shift of three (3) hours or more, to be taken at a time mutually agreed upon between the Employer and employee.
- E. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week.
- F. For all time worked beyond an employee's normal work day, the employee shall have the option of receiving compensatory time in lieu of wages.

Compensatory time shall be provided during the pay period in which it occurs or the pay period following the pay period in which it occurs or in some other mutually agreeable fashion determined during the pay period in which the compensatory time occurred. Compensatory time for overtime as defined in paragraph E shall be at the rate of time and one-half.

ARTICLE VIII
VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or an existing position the Board intends to fill.
- B. Vacancies shall be posted in a conspicuous place in each building where unit members work, for a period of at least five (5) work days. The posting shall include location of work; expected starting date; rate of pay; expected hours and classification.
- C. Vacancies shall be filled on the basis of qualifications, experience and seniority. Qualifications are as defined in Article IV, Layoff and Recall. If no bargaining unit member applies for a vacancy or if no applicant is qualified, the vacancy may be filled from outside the bargaining unit.
- D. Any bargaining unit member who applies for a posted vacancy and does not get the position shall upon request, be given the reason(s) for not being awarded the position.
- E. Trial Period - In the event of a transfer or promotion to a new classification, the

trial period shall be up to fifteen (15) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the Trial Period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification.

ARTICLE IX SENIORITY

- A. All new employees shall serve a probationary period of ninety (90) calendar days during which school is scheduled. Probationary employees are not covered by the terms of this contract other than wages. In the event that more than one individual bargaining unit member has the same seniority date, position on the seniority list shall be determined by drawing lots.
- B. Seniority shall be tabulated as of the first day of continuous employment as a paraprofessional after completion of the probationary period. All paraprofessionals hired prior to this contract shall maintain their original employment date for seniority accumulations.
- C. The District will maintain an up-to-date seniority list showing the unit seniority of each employee. A copy of the seniority list shall be given to the Association and a copy posted on appropriate bulletin boards in each building. Names on the seniority list shall reflect the most senior employee as number one, then listing chronologically the remainder of the employees down to the least senior employee at the bottom of the list.
- D. Seniority shall be lost upon termination, resignation, retirement or failure to return following expiration of a leave.

ARTICLE X RESIGNATION

- A. Any paraprofessional desiring to resign shall file a letter of resignation with his/her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any paraprofessional who discontinues her services without said letter of resignation shall be automatically dismissed.

ARTICLE XI SICK LEAVE

- A. Personal Leave - Leaves of absence without pay may be granted by the Board for good cause for a period of thirty (30) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board and the Association. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer.)

- B. Sickness - Unpaid leaves of absence for sickness or injury of an employee will be granted upon receipt of notice from the doctor by the Board and may be for indefinite duration, not to exceed more than one (1) year. However, most leaves will be for a fixed period with the obligation on the employee to report any change of condition or request a continuation. Seniority shall not accumulate during such leaves.

Employees requesting such leaves or continuation of same within the reasonable limits may be required to present a supporting certificate of a physician. An employee returning from such leave may be required to present a doctor's written release.

- C. Paid Sick Leave - One (1) hour of sick leave shall be earned for each twenty (20) hours of work, up to a maximum of 360 hours. For the 1992-93 school year, 30 hours will be added to the maximum accumulation, 30 more hours for 1993-94 and 30 hours for 1994-95.

Employees must call in and provide a doctor's slip when requested. Sick days may not be used in Worker's Compensation cases.

- D. An employee who leaves the employment of the school district, except on leave of absence, shall forfeit all unused sick leave hours. Hours so forfeited shall not be restored if the employee shall later re-enter the employment of the school district.
- E. Employees may request two (2) days of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments, college graduations or funerals. Applications for such absence must be made in writing stating the reasons for such absence and the request is subject to the approval of the principal. The request must be made three (3) days in advance of the date requested except in case of emergency. Personal leave will not be granted the day immediately preceding or the day immediately following a holiday, vacation period or the first or last day of the school year. In case of extreme hardships, exceptions may be made by the building principal.
- F. An employee may take a maximum of three (3) days of accumulated sick leave to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, employee's mother, father, sister, brother, grandchild; also sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law and father-in-law.
- G. An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty and on which he/she would have been scheduled to work, up to a limit of thirty (30) days in any one school year, provided the employee turns over to the Employer the amount received for jury duty on the days when the employee would have otherwise been undertaking regular assigned work in the District. The days will not be deducted from the employee's allowance.
- H. An employee may use up to two (2) days per year for illness in the immediate family (defined as anyone living within the same household as the employee). Two (2) additional days will be available if the employee's spouse is unable to take sick time from his/her employer. Exceptions to the total number of days may be made by the employee's supervisor.

- I. Sick Leave Payoff - Employees with ten 10 years of seniority at retirement (excludes quits, discharges, etc.) shall receive \$3.34 per hour for all of their accumulated sick leave hours, up to a maximum of \$1200. As the maximum in paragraph C. above increases the maximum in this paragraph will increase.

ARTICLE XII
PAID HOLIDAYS

- A. Employees who have completed their probationary period shall receive their regular rate for the following holidays: New Year's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Good Friday and Memorial Day; and the Fourth of July for those employees scheduled to work the summer program; and Labor Day if school is in session before Labor Day.
- B. The employee must be a permanent employee as of the date of the holiday. The employee must work the last scheduled work day prior to the holiday and the next scheduled work day after such holiday. (Part-time employees shall receive pro-rated share.)

ARTICLE XIII
ACT OF GOD DAYS

Employees shall be paid their regular wages for those days when school is called off due to an "Act of God" and the day is not rescheduled at a later date and the District receives state aid for the day. (Part-time employees shall receive pro-rated share.)

However, some employees may be required to report on "Act of God" days. When this occurs, those employees who work "Act of God" days, will receive their pay for the day worked; and if they work the make-up day, they will receive pay for that day also. On "Act of God" days, when employees are not otherwise required to report, those employees who are required to report shall receive a day's pay at the end of the school year for each "Act of God" day worked throughout the year.

ARTICLE XIV
HEALTH INSURANCE

- A. For those paraprofessionals receiving health insurance as of February 1, 1993, the Board agrees to pay the monthly premium at the 1992/93 rate for those months during which the employee works. For those months the employee is not working, the employees who paid their own summer health insurance coverage will be reimbursed fifty (\$50.00) dollars per month on their return to the school system in September. The Board agrees to pay only for those employees who are currently enrolled in the Board-sponsored health insurance program. No other member of this bargaining unit will have Board-paid health insurance available to them. Any future increases in health insurance premiums shall be the obligation of the employee.
- B. The health insurance specifications shall be considered part of this contract.
- C. Beginning with the 1993-94 school year, employees working five (5) hours or more daily and not taking health insurance will be provided a \$250 per year TSA.

ARTICLE XV
WAGES

		89/90	5.63% * 90-91	5.71% * 91-92	5.28% 92-93	
Step	Probationary	\$5.09	\$5.38	\$5.68	\$5.98	
Step	1 and 2	5.48	5.79	6.12	6.44	
Step	3 thru 6	5.64	5.96	6.30	6.63	
Step	7 to 10 ***	5.88	6.21	6.57	6.91	
Step	11 to 15 ***	5.94	6.27	6.63	6.98	
Step	16 plus ***	6.00	6.34	6.70	7.05	
		4% 93-94	3% to 94-95	6% ** 94-95	3% to 95-96	6% ** 95-96
Step	Probationary	\$6.22	\$6.41	\$6.60	\$6.60	\$6.99
Step	1 and 2	6.70	6.90	7.10	7.11	7.53
Step	3 thru 6	6.90	7.10	7.31	7.32	7.75
Step	7 to 10 ***	7.19	7.40	7.62	7.63	8.08
Step	11 to 15 ***	7.26	7.48	7.70	7.70	8.16
Step	16 plus ***	7.33	7.55	7.77	7.78	8.24

* Employees who were in the Unit then and are in the Unit when the contract is ratified and signed, for all straight time hours worked each year.

** Minimum of 3% to a maximum of 6% based upon the dollar amount of State Aid increase for per pupil membership at 36.85 mills excluding all categorical and/or earmarked funds.

*** Includes Longevity.

Longevity payment will be effective on an employee's anniversary date.

ARTICLE XVI
GRIEVANCES

- A. Definition of a grievance: A grievance shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or an inequitable application of a specific provision of this Agreement. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- B. The term "Employee" may include any individual or group of employees who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days. The parties may by mutual agreement extend any of the time limits set forth in this Article.
- E. The primary purpose of this procedure set forth in this section is to secure, at the lowest step possible, suitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

F. Step One

An Employee who feels that he/she has a grievance shall first take the matter up verbally with the Principal or a designated administrative representative within ten (10) working days following the date the Employee became aware of an act or condition which he/she feels is the basis for his/her grievance. The Employee may appear alone or he/she may be accompanied by a C.E.S.P.A. representative at the Employee's option.

Step Two

If the matter is not resolved, the Employee shall reduce the grievance to writing, specifying the section or sections of the contract he/she alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the Principal within fifteen (15) working days following the date the Employee became aware of the act or condition which he/she feels is the basis for his/her grievance. Within three (3) working days of the receipt of the written grievance, the Administration shall attempt to arrange a conference. The Employee may appear alone or he/she may be accompanied by a C.E.S.P.A. representative at the Employee's option. The Administrator will make his/her answer known within three (3) working days of the conference. If the Administrator fails to answer the grievance within three (3) working days of the

conference, it automatically goes to the next step of the procedure. If the grievance is not appealed within five (5) working days from the last answer, the last answer shall be final.

Step Three

The grievance may be presented to the Superintendent of Schools within the five (5) working days of the Step Two answer. The Superintendent of Schools shall designate at least three (3) persons, who may include himself/herself, to represent the Administration.

The Chairman of the Grievance Committee shall designate at least three (3) persons, who may include himself/herself, as an AD Hoc Committee to represent the Association. Within three (3) working days after receipt of the written grievance by the Superintendent, these two (2) representative groups shall make every effort to convene a meeting within fifteen (15) calendar days to consider the problem and arrive at an equitable solution. If the answer given by the Superintendent does not settle the grievance, the Association must within five (5) working days notify the Board in writing that the grievance has been submitted for arbitration.

Step Four

If the Association is not satisfied with the disposition of the grievance in Step Three, the parties will mutually agree upon an impartial arbitrator within five (5) working days or else submit the grievance for arbitration to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Past practice may be used as evidence, but may not be the sole basis of or the justification for the Arbitrator's decision. Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Association. Each party shall pay the expenses it incurs for such arbitration.

- G. Any party involved may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another employee or another person, provided, however, that any employee may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further that when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.
- H.
 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
 2. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of

the procedures set forth herein. Forms shall be available from the Association Representative.

3. The Association agrees that any employee who has initiated action with the Civil Rights Commission, MERC, etc., shall have abandoned the grievance procedure in this Agreement.
4. Only the resolution of one incident may be submitted to an Arbitrator at one time. This clause does not prohibit an Arbitrator from hearing a class of grievances or ruling on the arbitrability of an issue and then the issue.
5. It is specifically understood that the grievance procedure contained in this Agreement requires the Association advocacy beyond Level 1.


ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all paraprofessionals now employed or hereinafter employed by the Board. Five (5) copies shall also be given to the Association.
- C. All paraprofessionals must be residents of the school district. In the event that no one in the District applies for a paraprofessional opening, the District will then consider applicants from outside the District. However, at the end of each school year, all paraprofessional positions filled by persons living outside the District shall be declared vacant. In the event there are not enough applicants from within the District to fill the available positions, then out-of-district applicants will be considered based upon their previous experience in the District. Paraprofessionals who have lived within the District and worked for the District for ten (10) or more years are not covered by this provision.
- D. The Board of Education shall determine the days on which the services and/or presence of paraprofessionals are required.

ARTICLE XVIII
EXPIRATION OF CONTRACT

- A. This Agreement shall become effective July 1, 1990 and remain in effect until June 30, 1996.
- B. At least sixty (60) days prior to the expiration date of the Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of paraprofessionals employed by the Board.
- C. The parties further agree to meet during the normal school year upon the call of either party to discuss any and all problems concerning wages, hours and working conditions.
- D. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this 17th day of MAY, 1993.

Carrollton Board of Education



President




Secretary

Carrollton Association of
Paraprofessionals



President



Chairman - Negotiations Committee