

AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and the

**BIRMINGHAM ASSOCIATION
OF
PARAPROFESSIONALS**

MESPA/MEA/NEA

**Covering the contracts negotiated for the periods:
July 1, 2010 – June 30, 2011
and
June 29, 2011 – June 30, 2014**

Birmingham, Michigan

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AGREEMENT

This Agreement entered into this 29th day of November 2010, effective, July 1, 2010 and extended by the parties on June 29, 2011 through June 30, 2014, by and between the BOARD OF EDUCATION OF THE CITY OF BIRMINGHAM, MICHIGAN, hereinafter called the "BOARD," and THE BIRMINGHAM ASSOCIATION OF PARAPROFESSIONALS, MESPA/MEA/NEA hereinafter called the "UNION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following unit and specifically as determined in Employment Relations Commission Case No. R83 E-162 on June 27, 1983, and R83 F-180 on January 2, 1984. All regularly employed instructional paraprofessionals including elementary classroom paraprofessionals, special education paraprofessionals, bilingual paraprofessionals, Chapter I paraprofessionals, environmental center paraprofessionals, hall monitors and bus paraprofessionals. Temporary paraprofessionals, substitute paraprofessionals, and all other employees are excluded.

- B. 1. Membership in the Union is not compulsory. Employees have the right to join or not join the Union.
2. Employees covered by this Agreement at the time it becomes effective and who are members in the Union at that time shall be required as a condition of continued employment to continue to be members in good standing in the Union or to pay an agency shop fee to the union for the duration of this Agreement.
3. All present employees who are not members of the Union shall, within thirty (30) days after the execution date of this Agreement, and all future employees who do not join the Union shall, or at the time the probationary period is concluded, pay a service fee to the Union for the term of this Agreement, either directly or through an annual payroll authorization on the following basis:

The service fee shall be equivalent to the costs of negotiating and maintaining the contract as provided by the Union's Constitution and Bylaws.

4. An employee who shall tender the periodic dues or agency shop fee uniformly required as a condition of acquiring or retaining membership or employment shall be deemed to meet the conditions of this section.

It is further agreed by the parties that in no way shall the Board be liable for any uncollected monthly membership dues or service fee payments from employees not authorizing payroll deductions.

5. The employee shall be notified in writing by the Union when he/she is sixty (60) days in arrears in payment of his/her monthly membership dues or a monthly service fee.

A signed copy of this Union notice to the employee will be sent to the Board.

The Union, in its notice, shall notify the employee that unless the requirement set forth in Subsection 3 above is complied with within thirty (30) days, the Union shall request the Board in writing to terminate the employee.

If the Union sends the Board a written notice requesting an employee's termination on the basis of this provision, a copy of such notice must be sent to the employee also.

When written and official documentation is received by the Board confirming an employee terminated by the operation of this provision is in the process of contesting the termination through the courts, Michigan Employment Relations Commission, etc., his/her termination will be held in abeyance and his/her employment will be continued with the Board until such time as a final decision has been rendered by the courts or governmental agencies involved. Such official notification to the Board must be received within the thirty (30) days set forth in the third paragraph of this subsection.

ARTICLE I – Recognition (continued)

6. In cases where a payroll deduction is made that duplicates a payment or where a payroll deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the local Union.
7. The Board agrees to remit by the 15th of each succeeding month to the designated Union representative all monies deducted by the operation of this section.
8. The Union shall indemnify and save the Board harmless against any claims, demands, suits, and other forms of liability that may arise from any acts of the Board that result from its reliance on a representation of facts presented by the Union in conformity with Section B-5.
9. An employee may revoke his/her payroll deduction authorization form signed in conjunction with this section from May 1 through the immediately following June 30 during any calendar year this Agreement is in effect.
10. A sixty (60) day advance and written notice will be given to the Board by the Union prior to the requested effective date of any change in such union dues or service fees.
11. Prior to October of each school year, the Board shall provide the Association a list that shall include the name, location, classification, number of hours worked and the seniority of each employee covered by this Agreement.
12. Whenever masculine/feminine provisions are used in this Agreement, it is understood that those terms are also to stand for the male/female members of the association.

ARTICLE II

BOARD RIGHTS AND SECURITY

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers, and authority the Board had prior to the execution of this Agreement are retained by the Board. Such rights, powers, and authority include, by way of illustration and not by limitation, the following:

1. The executive management and administrative control of the school district;
2. The Union agrees the Board shall have the exclusive right, responsibility, and authority to direct and manage all employees. This right includes, but is not limited to, the hiring, determining the work hours of, transferring, assigning, and laying off of employees. Such rights shall be implemented and exercised by the Board in recognition of the express written terms of this Agreement;
3. Determine the educational program of the school district;
4. Develop and exclusively control the budget of the school district;
5. Determine the structure, authority, and responsibilities of its school management organization;
6. Adopt rules and regulations, as long as such rules and regulations are not contrary to this Agreement.

ARTICLE II – Board Rights and Security (continued)

- B. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone, or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379 and by Public Act 112. Strikes shall also be defined to include mass absences, slowdowns, stoppages, sit-ins, picketing, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Birmingham School District.

In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
 2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
 3. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.
- C. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.
- D. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE III

PERSONNEL RIGHTS

- A. The Union and its members shall have the right to use school building facilities for meetings at reasonable hours, outside of the working day, in accordance with the Board's policies and procedures. Bulletin boards shall be available for Union use and their locations shall be made known to the Union.

Each paraprofessional will have a mailbox at each worksite where space and availability permit. At those facilities where he or she determines that it is impractical to do so, the building administrator in consultation with the association president or her or his designee shall establish alternative methods of providing mail.

- B. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with such information that may be necessary for the Union to process any grievance or complaint. Also the Union shall provide the Board with such information it has at its disposal.
- C. Union representatives may be permitted to transact official union business on school property provided they shall not interfere with normal school operation. They shall first report their presence to the school office.

The Union shall annually notify the Board in writing of the names of such persons and give timely notice to the Board of changes and/or additions as they occur.

- D. Minutes, agendas and public reports of all School Board Meetings will be sent to the Union office or President.

ARTICLE III – Personnel Rights (continued)

- E. The association will be granted up to ten (10) days release time for a designated association official to conduct necessary association business, as requested in writing, by the association president. Necessary association business includes, but is not limited to, the representation of members; attendance at local association or state-wide (MEA) meetings and activities; participation in the grievance/arbitration process and activities of a similar nature. Unless as a result of a scheduled activity, release time may not be used the day before or after a holiday or for activities not related to the interests of the association. The employee who will conduct such business shall notify her/his immediate supervisor sufficiently in advance of the business so that the district realistically has time to obtain a substitute, if necessary.

ARTICLE IV

COMPENSATION

- A. The rates of hourly compensation of employees covered by this Agreement are set forth in Schedule A that is attached hereto and made a part hereof. Such compensation schedule shall remain in effect during the entire term of this Agreement.

For the term of this Agreement, the Board shall assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.

- B. Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week, and on Saturdays, but overtime shall not be pyramided. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays.
- C. The Board agrees to provide payroll deduction for those items requiring them as approved in writing by the paraprofessional. Salary and other pay for paraprofessionals will be paid and posted by direct deposit, with all payment vouchers provided on line rather than through printed copy beginning with the first pay period following September 1, 2010.
- D. Merit Pay
 1. Beginning with the 2011/2012 school year, employees will be eligible for merit pay after the completion of the probationary period pursuant to the following procedures.
 2. Employee shall be evaluated each year.
 3. Each of the eight criterion shall be assessed the following points:
 - 1 if ranked "satisfactory";
 - .5 if ranked "needs improvement";
 - 0 if ranked "unsatisfactory"
 4. Any member achieving seven (7) points shall receive a merit pay award as set forth in the schedules below. The merit pay received shall be reported to MPSERS.
 5. Payment shall be included in last pay period of the school year.

2011/2012 School Year

3-5 years of service	\$100
6-10 years of service	\$150
11-15 years of service	\$200
16-20 years of service	\$250
21 plus years of service	\$300

2012/2013 School Year

3-5 years of service	\$125
6-10 years of service	\$175
11-15 years of service	\$225
16-20 years of service	\$275
21 plus years of service	\$325

2013/2014 School Year

3-5 years of service	\$150
6-10 years of service	\$200
11-15 years of service	\$250
16-20 years of service	\$300
21 plus years of service	\$350

6. This provision became operative June 29, 2011.

ARTICLE V

NEGOTIATIONS PROCEDURES

- A. The parties agree to allocate sufficient time, without detracting from the efficient operation of the school district for the negotiations of a successor agreement.

In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of The Birmingham Association of Paraprofessionals, MESPA/MEA/NEA membership voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. If the Board agrees to engage in collective bargaining during regular work hours, an employee so involved will suffer no loss of regular straight time compensation.

ARTICLE VI

ABSENCES AND LEAVES OF ABSENCE

- A. Sick Leave Days Allowance. All employees shall be granted 1.05 sick leave days for each month of service, or 10.5 days per school year. At the beginning of each school year, the employee's "bank" of accumulated sick leave will be credited with full allowance for the current school year. Sick leave days may be credited during each school year to a maximum of 190.5, i.e., the maximum allowed to be accumulated from year to year of 180 plus the current 1.05 per month of service of 10.5 in a school year. If the employee leaves the school system during the school year, proper adjustments or changes will be made for sick leave payments not actually earned.

An employee shall not accumulate a sick leave allowance for any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

ARTICLE VI – Absences and Leaves of Absence (continued)

- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that fiscal year. This service accumulation process may continue during the service of the employee up to a maximum of one hundred eighty (180) days. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absences exceed the combined service accumulations and the current allowance to the credit of the employee at the time of the absence.
- C. Sick leave days shall be granted for the following reasons:
1. Serious personal illness or injury that causes an employee to be unable to perform his/her duties.
 2. Serious injury or illness in the immediate family when the employee's presence is required to provide care for the family member that cannot be provided by another person acting on behalf of the employee. Immediate family shall mean spouse, child, parent or other qualified adult as defined in Appendix A.
 3. Hospital confinement due to childbirth or complication due to pregnancy. Also for an employee's period of temporary and total disability directly related to the employee's pregnancy or childbirth. The parties agree such an employee may be subject to examination by the Board's physician.
 4. To attend the funeral of a near relative and perform related responsibilities. Near relative shall mean spouse, child, parent, father-in-law, mother-in-law, sister, brother, grandmother, grandfather or other qualified adult as defined in Appendix A.
 5. Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent for affairs relative to community services.
 6. Personal Business Days. Three (3) sick leave days a year may be used for personal business. Additional personal business days may be granted by the Superintendent. The purpose of this leave is to relieve employees of financial hardship in situations over which they have no control.
 - a. Personal business day absences shall mean an event or condition that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstances related to professional growth, to attend the funeral of a close friend, inclement weather conditions prevailing at the residence area of the employee, and emergencies are considered to be justification for the utilization of the personal business leave. Hunting, house-cleaning, honeymooning, house-hunting, social functions and interviews for new employment are some examples of the type of activities for which personal business day absence shall not be applied for or granted.
 - b. Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or recesses and the first and last days of the school term.
 - c. Religious Observances – Upon application, an employee will be granted up to five (5) days per school year for religious observances, those which cannot be met at a time other than during the school day. The first two (2) days shall not be charged against the employee's personal sick leave accumulation. The remaining three (3) days, if used, shall be treated as the use of a personal business day as defined above. An employee who requests such time will identify the holiday(s) and dates on which the holiday will be observed.

ARTICLE VI – Absences and Leaves of Absence (continued)

- d. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergency). The Board may require justification of the need for the personal business leave prior to the anticipated absence, provided the Board has reason to anticipate misapplication and/or misinterpretation of the Article.

D. Donation of Days.

1. An employee may voluntarily donate up to two (2) leave days to another employee who has expended their accumulated days. These days may only be used for serious personal injury or illness of the employee. The employee must supply doctor's verification of the injury or illness. The application for use of donated days and donation forms shall be submitted to the Office of Human Resources/Personnel Relations using the approved form.
2. An employee may receive up to twenty (20) days.
3. An employee may receive donated days on one (1) occasion throughout their employment in a position covered by this bargaining agreement.

E. Child Care Leave. A child care leave of absence without pay of up to one (1) year shall be granted to an employee. The employee may request an extension of the leave for an additional year with the approval of the Board.

F. Union Business Leave. Any employee who has acquired seniority elected to or selected for a full time Union office or position which takes him/her from his/her employment with the Board shall be granted a leave of absence without pay for a period not to exceed one (1) year, subject to renewal, if necessary, at the end of the year. An employee's seniority shall accumulate during such leave of absence. The parties agree a maximum of two (2) employees shall have the right to exercise this right at any one time. Such leaves shall be requested in writing far enough in advance so that replacement arrangements, if any, can be made.

G. Jury Duty Leave. An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee they receive for such service and the amount of straight time earnings lost by them for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to their regular duties with the Board. Such compensation shall be payable only if the employee: (1) gives the Board prior notice of call for such service, and (2) presents proper evidence as to the service performed and the fee received, excluding the expense allowance fee. An employee on jury duty shall continue to accumulate seniority, vacation, and sick leave days allowance eligibility. The employee shall also continue to have their hospitalization and life insurance coverage, set forth in Article XIII, continued during the time of his/her jury duty service.

H. General Leave.

1. A leave of absence without pay of up to a period of one (1) year duration may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.
2. If an employee granted a general leave of absence of three (3) months' duration or less is replaced, it will be on a temporary basis.
3. If an employee granted a general leave of absence is replaced, it may be on a temporary or permanent basis. Upon returning from such a leave, an employee may be placed in either a vacancy or the position occupied by the lowest seniority employee if the returning employee possesses the required qualifications and has the ability to successfully perform the duties of the classification to which the employee is assigned.

ARTICLE VI – Absences and Leaves of Absence (continued)

- I. Emergency Leave. An emergency leave without pay may be granted for up to five (5) work days. The duration of the emergency leave may be increased following the Board's receipt of the employee's reasons in his/her written request to extend his/her emergency leave.

If practicable, an emergency leave may commence on the day it is applied for.

- J. Sick Leave of Absence. After acquiring seniority, an employee will be granted a leave of absence for illness for a period of time equal to the number of sick days currently in his/her accumulated bank and days donated pursuant to Paragraph D. Thereafter, the employee may request a leave of absence without pay.

An employee during the first ninety (90) days of his/her sick leave without pay shall continue to accumulate seniority, vacation, and sick leave days allowance eligibility.

- K. Leave Procedures. An employee shall, other than for an emergency leave, apply for a leave of absence in writing and through his/her immediate supervisor as soon as possible, but not less than by ten (10) work days in advance of its requested starting date.

A leave of absence application will be processed promptly so that the Board's written decision on it may be rendered by at least five (5) workdays prior to the requested leave starting date. If circumstances preclude the Board from rendering a decision on the leave by this time, the employee will be notified and kept informed of the status of his/her leave application. If requested, the reason(s) for denying a leave will be given to the employee in writing.

- L. Requests for anticipated absences should be submitted in advance to the immediate supervisor.

- M. 1. Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated sick leave days will, upon voluntary resignation for the purpose of retirement, i.e., actual application and acceptance of benefits from MPSERS, receive a payment of forty (\$40) for each accumulated sick day up to a maximum allowable accumulation of one hundred eighty (180) days.
2. In lieu of collecting the payment in (1), an employee who has accumulated thirty (30) or more days may, beginning with the employee's fourth year of employment, cash in up to ten (10) days at forty (\$40) dollars/day with the proceeds being applied to the employee's co-payment liability for health insurance.

ARTICLE VII

DISCIPLINE AND DISCHARGE

The Board shall have the right to discipline or discharge any employee for just cause. An employee so affected, except a probationary employee, may file a grievance protesting the Board's action. A grievance protesting a discharge shall commence at Step 3.

ARTICLE VIII

PROBATIONARY PERIOD

Newly hired employees during the term of this Agreement shall be on probation for the first ninety (90) work days. The probationary period may be extended by the Board for justifiable reasons for an additional thirty (30) work days. The Board shall notify the Union of any such extension.

The Union agrees the Board shall have the unconditional right to terminate a probationary employee, and Article X, Grievance Procedure and Arbitration, shall not be implemented in such instances.

ARTICLE IX

SENIORITY AND STAFFING

A. Paraprofessional Classifications

1. The following positions are classified within the unit:
 - a. Alternative Education Program
 - b. Bilingual/ESL Program
 - c. Career Placement Center
 - d. Elementary Classroom (General Education)
 - e. Special Education Program
 - f. Community Based Instruction
 - g. Hall Monitors
 - h. Behavior Intervention Specialist
2. Should any position be established that is not listed above, the Association will be informed prior to its institution and shall be informed of its classification placement.

- #### B.
1. In the event of a reduction in force, the employee with the least seniority shall be displaced first. Provided, however, if the least senior employee is assigned to the position of Behavior Intervention Specialist, the employee who is eligible to bump if not qualified pursuant to the most current posting and able to perform the duties assigned, may bump the next least senior employee. In the event of a tie in seniority, written evaluations on file in the Personnel Relations Office shall be the deciding factor. Should a tie still exist, a lottery shall be held.

Any displaced employee who fails to be placed as a result of the procedure described herein shall be laid off.

2. The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off, out of the work force, two (2) weeks' notice of such layoff.
3. In the event of temporary layoffs due to conditions or occurrences not initiated or controlled by the Board, an employee may be laid off without regard to his/her seniority for a period of ten (10) days.
4. Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the assignment to which he/she is recalled.

- #### C.
- An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her most recent date of hire. Seniority shall not accrue when an employee is on any type of leave of absence, layoff or otherwise is not actively employed, except pursuant to Article VI, Absences and Leaves of Absences, Section J.

- #### D.
- Seniority shall be lost and an employee shall be removed from seniority list for the following reasons:

1. If an employee quits or retires.
2. If an employee is absent without notice for three (3) consecutive work days.
3. If he/she is discharged.
4. If he/she fails to return to work from a layoff within the three (3) work days following the date of the written notification of recall to his/her last address on file with the Board.
5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
6. If he/she is on layoff for a period of two (2) years.
7. If he/she materially or deliberately falsifies his/her employment application and this is discovered within his/her first five (5) years of employment.
8. If he/she falsifies a leave of absence application.

ARTICLE IX – Seniority and Staffing (continued)

- E. 1. a. An employee who desires to be considered for a voluntary transfer by the Board shall submit a letter to the Assistant Superintendent of Human Resources within the time limit set out in the posting of the vacancy.
- b. The Board shall notify all employees actively at work of permanent new position vacancies by posting them for five (5) work days.
- c. In order to comply with the above, the district will post in each work location a listing of all known permanent bargaining unit positions by May 15, or the next working day if May 15, falls on a weekend day each year.
- d. Employees who want to be considered for a vacancy that occurs during the summer vacation period must submit the Application for Vacant Position/Request to Change Assignment form or a letter to the Assistant Superintendent of Human Resources not later than June 1, of each year. These employees and those requiring a new placement shall be mailed the vacancy list during the summer once vacancies are verified and must inform the Assistant Superintendent of Human Resources of their desires by the date specified in the letter.

F. Transfers

- 1. In filling permanent vacant positions, first consideration will be given to qualified laid off employees or to qualified employees who have applied for the posting. If more than one qualified employee is eligible to be considered for the vacancy, the following factors will be considered in the order listed.
 - a. Performance evaluations.
 - b. Qualifications--To include demonstrated aptitude, skills, training, ability to work effectively with students and staff, and experience both in and outside of the school district.
 - c. Attendance and punctuality.
 - d. Seniority--Seniority will be the controlling factor where an administrator cannot choose between qualified internal applicants for a vacancy.
- 2. Normally, a voluntary transfer will not be granted if such transfer would result in the employment of a new employee while a qualified employee is laid off.
- 3. Also, a voluntary transfer will not be granted if the Board determines such a transfer would not be in the best interest of the school district.
- 4. In the event an employee is not granted a voluntary transfer, upon submitting a written request the employee will be given the reasons. The parties agree the Board shall have the right to fill a permanent vacancy by an involuntary transfer.
- 5. There shall be no external postings of vacancies nor consideration of external candidates until the first posting is exhausted. The first posting shall be exhausted when interviews have been completed, a person is selected, or no one is selected and the candidates have been notified.

G. Involuntary Transfers

The parties agree the Board has the right to make an involuntary transfer. They also agree involuntary transfers are to be minimized. In the event of an involuntary transfer, the Board will meet with the affected employee and a representative of the Association prior to effecting the transfer to discuss the reasons for the action.

- H. The parties agree final decisions on the assignments, retention, and/or recall of an employee, shall be the right and responsibility of the Board.

ARTICLE IX – Seniority and Staffing (continued)

- I. Extension of an annual employment period of a particular position will first be offered to the employee in that position. Should that employee not wish to accept the extended employment, it will be posted and awarded to the most senior bargaining unit member who applies and is qualified.

ARTICLE X

GRIEVANCE PROCEDURE AND ARBITRATION

- A. The parties hereby agree to and adopt the following method and process for resolving all matters of dispute, problems, or differences that may arise during the term and based on the application or interpretation of the express written terms of this Agreement, except as otherwise provided below and elsewhere.

It is agreed that Article X shall not be applicable to or be utilized to question, protest, or influence any of the following:

1. Any Board decision or action based on Article II of this Agreement;
2. The decision, rule, regulation, policy, eligibility, benefit decision, or contract terms of any insurance carrier providing coverage described else where in this Agreement;
3. Where the Board is without authority to take the action sought or legally it cannot act;
4. The termination or failure to re-employ any probationary employee.

Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with the Board and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment.

- B. Step One

An employee or one (1) member of a group of employees may file a grievance with the immediate supervisor or appropriate Board representative within the ten (10) days immediately following the event or condition which gives rise to the grievance. A meeting shall be held to attempt to resolve the matter promptly within the five (5) days immediately following submission of the grievance. During this meeting, all the known facts and the Agreement's written term(s) claimed to have been violated will be stated. The disposition of the grievance will be issued within the five (5) days immediately following the Step One meeting.

If the Step One grievance is reduced to writing, it shall be delivered within the day immediately following the Step One meeting. The Step One written disposition will be issued within the next five (5) days.

The written Step One grievance shall contain the aggrieved employee's signature, all the related facts, and the Agreement's written term(s) claimed to have been violated. The disposition to a Step One written grievance will be entered on the same grievance form and be signed by the Board representative rendering it.

The aggrieved employee and his/her Union representative and two (2) Board representatives may be present at the Step One meeting.

ARTICLE X – Grievance Procedure and Arbitration (continued)

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the Department Head or other appropriate Board representative as provided for above in Step One. The submission of the Step Two grievance shall be within the five (5) days immediately following the issuance of the written Step One disposition. A meeting on the Step Two grievance will be held within the five (5) days immediately following the receipt of the grievance. The Step Two disposition will be issued within the next five (5) days.

The aggrieved employee and a maximum of two (2) Union representatives may be present for the Step Two meeting. The Board may be represented by up to three (3) persons.

Step Three

If the grievance is not settled, it may be submitted in writing at Step Three to the Superintendent as provided for above in Step One. The submission of the Step Three grievance shall be within the five (5) days immediately following the issuance of the written Step Two disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Three disposition of the grievance will be issued in writing within the five days immediately following the Step Three meeting. A designee, other than the Board representative rendering the disposition at Step Two, may function for the Superintendent in the event of his/her unavailability.

The aggrieved employee and a maximum of three (3) Union representatives and a total of up to four (4) Board representatives may be present at the Step Three meeting unless otherwise mutually agreed.

Step Four - Arbitration

If the grievance is still unsettled, the Association may, within ten (10) working days after the Step Three answer and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Union, and the grievant, provided that the arbitrator shall not substitute his/her judgment for that of the Board or of the Union.

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

- C. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

If no Agreement between the parties exists and an employee is severely disciplined, i.e., received a disciplinary layoff in excess of ten (10) work days or if he/she is discharged, he/she may appeal his/her discipline or discharge first to the Assistant Superintendent of Human Resources next to the Superintendent or his/her designee, and finally to the Board of Education, itself.

ARTICLE X – Grievance Procedure and Arbitration (continued)

- D. The time limits provided for in Section B above may only be altered by the written mutual consent of the parties. A grievance not filed or appealed within the time limits provided herein will be deemed to be withdrawn. Failure to render a disposition within the time provided shall be the basis of the grievance proceeding to the next step.
- E. The term "days" when used in Section B above shall mean all work days (Monday through Friday) occurring during the term of this Agreement. Saturdays, Sundays, and holidays observed by employees covered by this Agreement shall not be counted in establishing any time limits' dates set forth in Section B above. Days during the months of July, however, will not count towards any time limit dates.
- F. An employee's grievance may be withdrawn at any step, but that same grievance shall not be filed a second time.
- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance procedure.
- H. The grievant may attend grievance hearings. The Association may provide the grievant a release day or portion thereof to attend the hearing. The Board may require the attendance of the grievant and the grievant will not suffer a loss of pay as a result.
- I. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any employee or the Board.
- J. Union Representation. For purposes of the grievance procedure, employees shall be represented by the executive director of the Association or his/her designee.

Investigation and processing of grievances by the executive director of the Association or his/her designee shall be allowed during working hours as long as it does not interfere with or interrupt the performance of the duties of any employee covered by this Agreement.

ARTICLE XI

HOLIDAYS

A. PAID HOLIDAYS

Thanksgiving Day	Christmas Day	Easter Monday
Thanksgiving Friday	Good Friday	Memorial Day
Christmas Eve Day	New Year's Day	Labor Day

An eligible full time employee, who has acquired seniority, shall be granted these holidays for which he/she shall receive his/her regular straight time hourly wage rate.

Holiday pay will be withheld if the employee is absent (unexcused) the work day immediately before or after the holiday.

Holiday pay is calculated based on the average number of hours per day the paraprofessional is scheduled to work.

- B. In those years when Easter Monday falls on a day when school is in session and paraprofessionals are required to work, they will receive one (1) day's pay during the pay period in which spring break falls.

ARTICLE XII

WORK SCHEDULES

Working Hours

The number of daily hours to be worked is determined by the Assistant Superintendent of Human Resources at the time of assignment. Generally, instructional paraprofessionals, exclusive of a lunch period, work six hours per day at the elementary level and 6.5 hours in middle and senior high schools.

The paraprofessional lunch period of thirty (30) minutes shall be duty free. Paraprofessionals who, through mutual agreement with Administration, choose to work during their lunch period, including those who eat their lunch while supervising students at lunch or who are required to respond to events that may occur shall be paid. A paraprofessional may voluntarily waive his/her duty free lunch in exchange for pay or an adjustment in the start or end of their daily schedule.

The work year for all paraprofessionals shall consist of those days when students are present and the first day of school for teachers. All paraprofessionals shall work an additional number of hours per year when students are not in session, not less than three (3) times their normal daily working hours or more than twenty-four (24) hours. For example, if a paraprofessional works 6.5 hours per day they will work not less than 19.5 hours per year. Those hours shall be performed in blocks of time not less than their regular working hours or more than eight (8) hours per day. These hours may be used for professional development or, if professional development is not scheduled, as directed by their building principal or supervisor. When scheduled professional development exceeds their regular daily work hours, they will be notified at least five (5) working days or ten (10) calendar days in advance. School principals or, in other work locations, the supervisor in charge may authorize additional work days providing that they have some local means at their work locations to pay for such days.

The daily time schedule for instructional paraprofessionals is determined by the building principal. Arrangements will be made to provide reasonable relief time for the instructional paraprofessional. Such relief time will equal ten (10) minutes per day.

ARTICLE XIII

INSURANCE PROGRAMS

- A. Beginning with the 2011/2012 school year and continuing through the term of this Agreement, the provisions of this Agreement relating to the flex account shall be held in abeyance. The provisions relating to the flex account shall be attached to the Agreement as Appendix B.
- B. For each year of this Agreement paraprofessionals applying for health insurance coverage for themselves and their dependents, including domestic partners, shall pay ten percent (10%) of the premium costs as required by Section 22 (F)(A)(3) of the 2011/2012 school aid budget legislation. For the purposes of this section, health insurance is defined as medical, pharmacy, dental, vision, disability, long term care or any other type or benefit that would constitute a health care services benefit as defined by Section 22 (F)(A)(3).

Payments will be made in equal installments throughout the school year. The parties acknowledge the payments may increase during the year as a result of the various times policies are renewed.

ARTICLE XIII – Insurance Programs (continued)

1. For employees hired prior to September 1, 2009, any cash remaining in the flex account (see Appendix B) for the 2011 benefit year shall be applied towards the ten percent (10%) of premium co-pay provided for in paragraph 2. The parties acknowledge and agree that fifty percent (50%) of the reserve in the cash account for the 2011 benefit year will be available to apply towards the (10%) co-pay on premium. The remainder will be a reserve carried over pursuant to (B)(2). This provision does not apply to employees hired on or after September 1, 2009.
 2. For the 2011/2012, 2012/2013 and 2013/2014 school years, the district shall increase the flex account by four percent (4%) and calculate reserves as if the flex account was in operation during the course of this Agreement.
- C. Each eligible employee who makes timely application for health benefits or for cash in lieu of health benefits shall receive one of the following:
1. For employees hired prior to September 1, 2009:
 - a. \$2400 for electing to receive cash in lieu of the health benefits; or
 - b. MESSA Choices plan with the Saver Rx Prescription Rider; the Adult Immunization Rider, and \$10 Office Visit Rider.
 2. For employees hired on or after September 1, 2009:
 - a. \$2400 for electing to receive cash in lieu of the health benefits; or
 - b. MESSA Choices Plan with the Saver Rx Prescription Rider; the Adult Immunization Rider and the \$20 Office Visit Rider.
 3. Either party may re-open this Agreement to bargain over increases in the amount of cash in lieu to be paid to those members not electing health insurance coverage for the 2012/2013 and 2013/2014 school years.
 4. During the term of this Agreement the Association may add additional riders or other appropriate changes to the current MESSA health insurance program for the benefit of the members. The addition of these riders and other changes shall not require review by or approval of the Board of Education. The request to add riders or make other changes shall be submitted in sufficient time to be included in the open enrollment process for the following benefit year.
 5. New employees, those hired after July 1, 2011, shall be eligible for single subscriber insurance. After the fourth year of service the employee is eligible to select any level of coverage.
 6. During the first four years, the employee may select either two-person or full family coverage by paying the difference in the premium cost between single subscriber and two-person or full family coverage.
- D. Hospital-Surgical-Medical Benefits
1. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the Board. An employee may choose health benefits from among the following plans:

ARTICLE XIII – Insurance Programs (continued)

- a. MESSA Choices program with the Saver Rx: the Adult Immunization Rider and the \$10 Office Visit Rider for those employees hired before September 1, 2009.
 - b. MESA Choices program with the Saver Rx: the Adult Immunization Rider and the \$20 Office Visit Rider for those employees hired on or after September 1, 2009.
2. All persons hired on or after September 20, 1994 whose regular work week is thirty (30) hours or more may have Board paid hospital insurance; those working twenty (20) to less than thirty (30) will pay one-quarter (1/4) the monthly premium; those working fewer than twenty (20) hour will pay one-half (1/2) the premium.
 3. Coverage for an employee shall become effective on the first day of the month following the completion of 90 work days of service.
 4. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by hospital-surgical-medical insurance elsewhere; for example, by virtue of the employment of the spouse.
 5. An employee who is laid off in accordance with Article IX, Section D, or who is on a leave of absence in accordance with Article VI, shall continue to have the Board provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence or for a maximum of nine (9) additional months, whichever occurs sooner.
 6. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

An employee hired following June 20, 1989 shall receive fully paid insurance that is set forth in c. above by working 28 hours per week or more. Working 20 through 27 hours per week shall be eligible for this coverage by paying one-quarter (1/4) of the appropriate monthly premium for this coverage. Working 19 hours or less per week shall be eligible for this coverage by paying one-half (1/2) of the appropriate monthly premium for this coverage.

7. This coverage will become effective following the signing of this Agreement and at the earliest possible effective date that coverage can be provided.
8. The Board may change to another carrier providing comparable benefits and coverage.

E. LIFE INSURANCE.

1. The Board shall, during the term of this Agreement, and following the signing of this Agreement, and at the earliest possible effective date the carrier can provide this coverage, provide all permanent, full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group plan term life insurance coverage, including accidental death and dismemberment in the amount of \$45,000.
2. Coverage for an employee shall become effective on the first day of the month following the completion of 90 working days of service.

ARTICLE XIII – Insurance Programs (continued)

3. An employee who is laid off in accordance with Article IX, Section D, or who is on a leave of absence in accordance with Article VI, shall continue to have the Board provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continue for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence, or for a maximum of nine (9) months, whichever occurs sooner.
4. An employee whose weekly straight time schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for life insurance coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

F. VISION CARE PROGRAM.

For those who choose the traditional plan, the district will continue to offer the Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80 which includes an annual eye examination and an annual pair of frames and lenses or contacts.

G. OPTION TO HOSPITAL-SURGICAL-MEDICAL INSURANCE.

For the duration of this Agreement an otherwise eligible employee, who is not covered by the application of Article XIII, A. above shall be granted the option of receiving a yearly stipend of \$2,400 as provided in Article XIII, Section (c)(1)(a) or (c)(2)(a) instead of being provided hospital-surgical-medical coverage in accordance with terms of the Agreement. The employee may elect to take all or part of this stipend as a tax deferred annuity (TDA) contribution instead of cash, as paid by the district.

In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in XIII, C., above, and the other shall choose this option.

This section (Article XIII, G) shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XIII.

H. DENTAL INSURANCE

The Board shall provide all eligible permanent and full time employees, i.e., who are regularly scheduled to work a minimum of twenty-five (25) straight time hours per week, and for those employees hired on or after September 10, 1994 who have acquired seniority and who are regularly scheduled to work a minimum of thirty (30) straight time hours per week, dental insurance coverage (100%/80%/80% maximum annual coverage, \$1000 per person) as specified and limited according to the following description, effective May 1, 2000.

1. Benefit Level: Class I 100% of customary and reasonable fees.
Oral Exam, prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
2. Benefit Level: Class II 80% of customary and reasonable fees.
Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, periodontic.
3. Benefit Level: Class III 80% of customary and reasonable fees:
Construction and Replacement of Dentures and Bridges:
Gold: Inlay or onlay, gold fill, gold crowns.
4. Benefit Level: Class IV 80% of customary and reasonable fees.
Orthodontics : \$1,000 lifetime maximum per eligible dependent (to age 19).

ARTICLE XIII – Insurance Programs (continued)

The Board shall pay the monthly premium obligation for each covered employee and it is agreed that this is the Board's only obligation under this provision. Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article X of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

An employee who applies for this coverage shall confirm in writing his/her own eligibility and his/her spouse's and/or dependents eligibility according to the foregoing.

This plan also provides for internal and external coordination of benefits.

The Union also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

Coverage for an employee shall become effective on the first day of the month following the completion of 90 work days of service.

Subject to all of the foregoing provisions, an employee hired following July 1, 1990, shall receive fully paid dental insurance that is set forth in E., above, by working twenty-eight (28) straight hours per week or more. Working twenty (20) through twenty-seven (27) straight hours per week, an employee shall be responsible for one-half (1/2) of the appropriate monthly premium for this coverage.

I. DISABILITY PLANS

1. Short Term Disability:

The employer shall provide each employee the option of purchasing, at his/her own expense, short term disability insurance through MESSA.

2. Long Term Disability:

The Board shall provide without cost to all eligible permanent and full time employees, who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty (30) hours per week, long term disability insurance.

Benefits shall begin 180 calendar days after the employee becomes disabled. Benefits shall be paid at a rate of 66-2/3% of the employee's annual salary with a maximum of \$1,000 per month.

For employee's with five (5) years of service with the district and found eligible for long term disability benefits, the district shall provide up to one (1) year of health insurance benefits to the employee, spouse and family without cost to the employee, except for any shortage that would be payable resulting from a shortage in the cash account.

The employee's straight time monthly earnings shall be computed as determined by the carrier. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration an employee is eligible for and/or receives from the Board, The Michigan Public Schools Employees' Retirement Fund, The Federal Social Security Act, Railroad Retirement Act, Veteran's Benefits, Workers' Compensation Act or any other such Board sponsored pension and insurance Benefits Plans.

The Union agrees an employee's coverage will terminate effective on the date retirement, resignation, termination, layoff, or leave of absence becomes effective.

The carrier and an employee and/or the union shall resolve any problems or differences that may arise between them and Article X of the agreement shall not be operative with reference to the resolution of such problems or differences.

ARTICLE XIV

SEVERABILITY

It is agreed by the parties that the written terms of this Agreement and their application and implementation shall be subject to and governed by the constitutions, statutes, legal opinions, ordinances, and governmental regulations of the United States, the state of Michigan, and Oakland County. If any court of competent jurisdiction, governmental administrative agency, the Attorney General, or any other authority holds, interprets, or rules that any written terms included in this Agreement or the application, implementation, or presence of such written term is unconstitutional, illegal, invalid, or that it violates, contradicts, or operates contrary to the intent of any Federal, State, or County law, ordinance, regulation, and/or legal opinion, the Agreement's written term so affected shall become null and void and revert to collective bargaining if either party so wishes. Such determination shall not invalidate the remaining written terms of this Agreement.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement supersedes any previous agreements, based on alleged past practices, between the Board and Union and constitutes the entire agreement between the parties.

ARTICLE XVI

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board, for the life of this Agreement, unless by mutual agreement, shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms, and conditions of employment of paraprofessional personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Within thirty (30) days after the parties sign this Agreement, the Board will provide the Association twenty (20) copies. The Agreement will be posted and made electronically available on the district's "I" drive. Prior to this provision being implemented, all members of the Association shall be provided access to the district's current e-mail system.
- C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.

ARTICLE XVII – Miscellaneous Provisions (continued)

- D. The Board, the Union, and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sex, sexual orientation marital status, or his/her membership and participation or non-membership or nonparticipation in any organization.
- E. An employee shall have the right to examine all the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- F. The Board shall reimburse, at the current IRS rate per mile, an employee who is authorized and required to drive his/her personal car in the course of performing his/her work.
- G. The Board will reimburse an employee for any loss, damage, or destruction of his/her occupationally appropriate and required clothing or personal property while fulfilling his/her duties and assignments, which exceeds ten dollars (\$10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired, and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.
- H. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.
- I. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed-to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.
- J. The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. A specific plan of reasonable accommodation proposed by an affected employee and the Association will be considered by the employer. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.
- K. When schools are closed due to inclement weather on days when paraprofessionals are scheduled to work, paraprofessionals will not be expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather, paraprofessionals shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a paraprofessional shall not suffer a loss of compensation.

ARTICLE XVII – Miscellaneous Provisions (continued)

Should it be necessary to make up any days in accordance with State law, the day(s) will be added to the end of the school calendar so affected with no additional compensation paid to the paraprofessionals affected. Paraprofessionals who do not report on these added days, who have previously been compensated for the days to be made up, as stated in the paragraph immediately above, shall have the equivalent of that pay deducted from their next regular paychecks until the total of the amount of pay has been recovered by the district.

- L. Employees may be required to provide medical procedures to students during the school day. Prior to assigning the duty, the administration shall request a volunteer from the paraprofessionals assigned to the program in which that student is attending. If no employee volunteers, the duty shall be assigned. Employees required to perform such duties shall be provided a copy of the student's care plan and if necessary, appropriate training by qualified medical personnel at the start of each school year, prior to students beginning class. The employee may request additional training. The Board will provide legal counsel to the employee if a legal action is brought against the employee providing such service. The Board will maintain adequate liability insurance coverage for employees providing such service.
- M. The parties agree to form a joint committee with other employees in BPS during the 2011/2012 school year to explore alternate insurance coverage providers and levels that would lower cost to BPS and BAP members. Should the committee reach an agreement on proposed changes, the parties will initiate bargaining on the proposal. Should a proposal be ratified that results in savings to the district, a portion of those savings, to be determined through the bargaining process, will be used to fund wage increases for the membership of BAP.

Should the committee be unable to reach agreement on proposed changes or should the parties be unable to agree to a proposal for the 2013/2014 school year, the following may occur:

1. Either party may cancel the Agreement to extend the contract through the 2013/2014 school year by providing written notice by June 15, 2012. If that occurs, the contract will expire on June 30, 2013.
 2. The cancellation by either party of the extension of this Agreement through the 2013/2014 school year is without penalty of any kind and without waiving any right to bargain over insurance and/or wages for the 2013/2014 school year.
 3. Should a cancellation of the extension of this contract through the 2013/2014 school year occur, neither party has the right to impose or take any action of any kind or implement a proposal to change the health insurance program or increase wages during the 2011/2012 or 2012/2013 school year without both parties' agreement, except that during the term of this Agreement the Association may add additional riders or other appropriate changes to the current MESSA health insurance program for the benefit of the members.
 4. This provision became operative June 29, 2011.
- N. In accordance with Section 15 of the Public Employment Relations Act, MCL423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL141.1501 to 141.153.

This clause is included in this Agreement as required by State law. The Association has not agreed to it, nor acknowledged that it is binding on the parties. The Association reserves all rights to challenge its application and enforceability.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement initially became effective as of July 1, 2010, and was extended by the parties on June 29, 2011 to continue in full force and effect until 11:59 p.m., June 30, 2014, unless cancelled pursuant to the provisions of Article XVII, M. at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

THE BIRMINGHAM ASSOCIATION OF
PARAPROFESSIONALS, MESPA/MEA/NEA:

BIRMINGHAM BOARD OF EDUCATION:

By _____
Donna Klipfel-Tuka
President

By _____
Lori Soifer
President

By _____
Lurlene Gossett
Vice President

By _____
Michael Fenberg
Secretary

By _____
Steven Amberg
Executive Director

By _____
David Larson
Superintendent

By _____
M. Jon Dean
Assistant Superintendent HR

SCHEDULE A

COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

For the 2010/2011 School Year

1. 0% On Schedule for 2010-2011
2. Increments - All employees eligible to move up a Step do so.
3. Salary Schedule. Please note – This is the same as the 2009/2010 salary schedule.

2010-2011

Effective 7/1/10 through 6/30/11

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>		<u>BEHAVIOR INTERVENTION SPECIALIST</u>	
Step 1	\$9.40	Step 1	\$9.74	Step 1	\$13.24
Step 2	10.28	Step 2	10.64	Step 2	14.14
Step 3*	11.58	Step 3*	11.93	Step 3*	15.43
Step 4	12.60	Step 4	12.96	Step 4	16.46
Step 5	14.52	Step 5	14.87	Step 5	18.37
Step 6**	14.95	Step 6**	15.31	Step 6**	18.81

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 2000 for the 2010-11 school year;
Those employed prior to October 1, 2001 for the 2011-12 school year;
Those employed prior to October 1, 2002 for the 2012-13 school year; and
Those employed prior to October 1, 2003 for the 2013-14 school year.

4. 1% Off Schedule for 2010/2011 school year only.
 - a. Off Schedule means the salary increase is not incorporated into the salary schedule.
 - b. Payment is retroactive to July 1, 2010.
 - c. For paraprofessionals who leave employment with the district, the amount to be paid will be prorated for the time they were employed.
 - d. The 1% Off Schedule increase will be made in two (2) lump sum payments. The first payment will be made by January 31, 2011 and cover the period July 1, 2010 through December 31, 2010. The second payment will be made by July 15, 2011 and cover the period January 1, 2011 through June 30, 2011.

<u>PARAPROFESSIONAL</u>		<u>PARAEDUCATOR</u>		<u>BEHAVIOR INTERVENTION SPECIALIST</u>	
Step 1	\$9.40	Step 1	\$9.74	Step 1	\$13.24
Step 2	10.28	Step 2	10.64	Step 2	14.14
Step 3*	11.58	Step 3*	11.93	Step 3*	15.43
Step 4	12.60	Step 4	12.96	Step 4	16.46
Step 5	14.52	Step 5	14.87	Step 5	18.37
Step 6**	14.95	Step 6**	15.31	Step 6**	18.81

* Highest placement for persons without previous experience as paraprofessionals.

** Those employed prior to October 1, 2000 for the 2010-11 school year;
 Those employed prior to October 1, 2001 for the 2011-12 school year;
 Those employed prior to October 1, 2002 for the 2012-13 school year; and
 Those employed prior to October 1, 2003 for the 2013-14 school year.

For the 2011/2012; 2012/2013 and 2013/2014 school years:

1. 0% on schedule each year.
2. Increments – All employees eligible to move up a step do so each year.
3. Merit Pay Provision: Article IV D; becomes operative June 29, 2011 and continues each of the three years.

DIFFERENTIALS

An additional 91 cents (91¢) per hour will be paid to paraprofessionals assigned to the Bilingual Instructional Assistance, Autistic Program, Alternative Education Program, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other highly specialized assignments as determined by the Superintendent.

PARAEDUCATOR

Each paraprofessional who obtains and maintains a Paraeducator Certificate on a three year cycle from the (OCISD), who submits that valid certificate to the office of Human Resources along with an application to be placed on the paraeducator pay schedule, will be placed on that schedule retroactive to the first day s/he works for the Birmingham Public Schools following the date that s/he received the certificate.

Beginning with the 2005/2006 school year, a paraprofessional who has previously obtained a paraeducator certificate through the program offered by OCISD may continue on the paraeducator pay schedule by providing to the Human Resources office (HR) proof that s/he is highly “qualified” as defined by the Elementary and Secondary Education Act (ESEA, aka, No Child Left Behind Act). A paraprofessional not previously certified in the OCISD program may be placed on the paraeducator pay schedule by providing to HR proof that s/he is “highly qualified” as defined by the ESEA. The effective date of the placement will be the date of verification. Each paraprofessional shall continue on the paraeducator pay schedule by completing 10 hours of professional development every three consecutive school years in a program offered by the special education department. Such professional development time shall be completed without remuneration by the Board. The parties will reopen the provision regarding the professional development requirement if for financial or other reasons the special education department does not provide professional development opportunities.

The parties acknowledge that the ESEA defines highly qualified as requiring the employee meet one of the following criteria:

1. Has completed at least 60 hours or credit toward a college degree; or
2. Has obtained an Associate's degree or higher; or
3. Demonstrates through a formal academic assessment test, knowledge of and ability to assist in instructing reading, writing and mathematics (or as determined by the Board, as being appropriate, reading, writing and mathematics (readiness). Either the Michigan Test of Teacher Certification (MTTC) basic skills test or the Act Keys Assessment approved by the Michigan Department of Education is acceptable; or
4. Submit a portfolio meeting Michigan Department of Education guidelines.

INCREMENTS

Only paraprofessionals employed by February 1 are eligible to advance a step on the schedule for the following school year.

EXHIBIT A

BIRMINGHAM PUBLIC SCHOOLS

PARAPROFESSIONAL/PARAEDUCATOR EVALUATIONS

The purposes of the paraprofessional evaluation plan are to:

1. Identify strengths in the performance of the paraprofessional
2. Identify areas and performance in which improvements are necessary and/or desirable;
3. Assist the paraprofessional in reaching his/her full performance potential.

Generally, the evaluation of the performance of paraprofessionals is assigned to the administrator in charge of the school or facility to which the paraprofessional is assigned. Any exceptions to the general provision will be determined on an annual basis by the Assistant Superintendent for Human Resources. If the building administrator is not to perform the evaluation, the employee will be notified who will perform the evaluation prior to the start of the process.

In conducting performance evaluations of paraprofessionals, the responsible administrator shall secure information and recommendations from the staff members with whom the paraprofessional works. When the information obtained may result in a Needs Improvement or Unsatisfactory ranking, the information shall be shared with the employee.

Paraprofessionals shall be evaluated annually, pursuant to the following procedure:

- A. Each paraprofessional will have a pre-evaluation communication. In the event goals are deemed necessary by the evaluator, a goal conference will be conducted.
- B. The final evaluation shall be based on the observations made and the information received, if any, from the other staff with whom the paraprofessional works.
- C. In the event that a paraprofessional is found to be overall 'unsatisfactory' a plan of improvement will be developed by the administrator(s), in consultation with the paraprofessional and Association representative.

The evaluation report form, after being discussed with the paraprofessional will be forwarded to the Office of Human resources where it will become a part of the paraprofessional's personnel file.

With respect to paraprofessionals who have completed the probationary period, the evaluation report form will be filed by the second Friday in May.

A minimum of one evaluation report form shall be completed and forwarded to the Office of Human Resources prior to the end of the paraprofessional's probationary period.

A paraprofessional who disagrees with the content of the evaluation report may, within ten (10) days, request a meeting with the immediate supervisor or the administrator who submitted to the report.

Additionally, a paraprofessional may file a letter of dissent, which shall be placed in their personnel file and attached to the evaluation.

Paraprofessional Evaluation

Evaluation of: _____

Date: _____

Employee's Initials: _____

	Satisfactory	Needs Improvement	Unsatisfactory	
				Comments must be provided for a Needs Improvement or Unsatisfactory rating
1. <u>Relationship With Students</u> Is able to relate effectively with students and is supportive of their needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. <u>Relationship With Staff</u> Observes professional ethics and works collaboratively with other staff members.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. <u>Attendance/Punctuality</u> Routinely is present at work and conforms to work schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. <u>Personal Appearance</u> Is neat/appropriate in dress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. <u>Job Knowledge</u> Is able to organize and expedite the completion of work through knowledge of procedures, policies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. <u>Job Skills</u> Demonstrates skills necessary to perform the duties as assigned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. <u>Quality Of Work</u> Completes assigned tasks as expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. <u>Responsibility/Dependability</u> Is able to and is consistent in carrying out work with minimum supervision and direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

9. <u>Composite Evaluation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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Goals for future growth:

Signature of Evaluator

Date: _____

Signature of Paraprofessional

Date: _____

Please return the **original signed copy to the Office of Human Resources**

And make one copy for the employee.

The employee's signature indicates receipt, but not acceptance of the document.

With respect to paraprofessionals who have completed the probationary period, the evaluation report form will be filed by the second Friday in May.

APPENDIX A

OTHER QUALIFIED ADULT

- A. For the purposes of this Appendix, “family” is defined to include Other Qualified Adults (or OQA's) as described below. In addition, under this Appendix, children and other relatives of OQA's are to be treated in the same way as are children and other relatives of spouses and/or other family members. Any definition of “family” within this Appendix shall include OQA's.
- B. Definition of Other Qualified Adult. For the purpose of this Appendix, an “Other Qualified Adult” is one whose financial and/or personal interests are connected to that of a bargaining unit member represented by the Association to an extent that would qualify this individual to be recognized by the collective bargaining agreement as a part of the member's immediate family. An OQA must:
1. Be of legal age for entering into legal, binding, written business agreements.
 2. Not be eligible to be one of the bargaining unit member's intestate heirs by virtue of being a blood relative.
 3. Have a personal financial arrangement with the member that meets at least two of criteria (a)-(d) and two of the criteria (e)-(i) that establishes the need for recognition of OQA status including:
 - a. Common ownership of the shared principle residence.
 - b. Joint checking account.
 - c. Joint credit account.
 - d. Joint credit card.
 - e. The member and OQA each has Durable Power of Attorney for financial management of the other.
 - f. Each has Durable Power of Attorney for health care for the other.
 - g. Shared responsibility for dependent minor children.
 - h. The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member.)
 - i. Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.
 4. Neither person is married to a different person; by either standard or common law
- C. A member and another person shall be recognized as having established “Other Qualified Adult” status on the basis of a financial relationship, when they have filed a notarized “Affidavit of Other Qualified Adult” status with the insurance carrier and school district and have received written confirmation from the district. An employee who provides false information in connection with obtaining benefits under this Appendix shall be liable for the costs of any premiums paid by the district or for any benefit services received by the OQA or the OQA's children under this Appendix.
- D. Health care coverage shall include hospital-surgical-medical benefits.
- E. The Board shall pay the premiums for such health care coverage of OQA's in a manner consistent with its payment of health insurance premiums enjoyed by the membership.
- F. State and or Federal Law may not recognize “Other Qualified Adults” as being qualified for tax-exempt status regarding the employer-paid benefit. Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as income on the employee's W-2 form.

The OQA may, however, qualify as an IRS “Eligible Dependent” if more than half of the OQA's support for the year comes from the employee, the member earns less than the IRS exemption amount, and the OQA is a member of the household maintained and occupied by the employee/member. An employee who believes his/her situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section; taxability, and furthermore, no employee should rely on information contained herein as being definitive on the subject, and should consult an attorney of his/her choice. A OQA's minor children may meet the dependent requirements under Section 151 and 152 of the IRS Code. The

employee must submit competent legal documentation, at his or her own expense, showing that the children meet these requirements.

- G. Birmingham Public Schools will keep records containing Other Qualified Adult confidential to the extent permitted by law.
- H. Employees will be required to submit an "Affidavit for Termination of Other Qualified Adults Benefits" (obtained from the district's benefits office) if the relationship ends, has ended or if the OQA dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the OQA or the OQA's children after they are no longer eligible to be covered. Benefit eligibility for the OQA partner will cease upon the OQA's death or upon the date the OQA relationship ends, as stated on the "Affidavit for Termination of OQA Benefits."
- I. In the event that an employee chooses to delete a OQA from her or his coverage s/he will not be eligible to add a new OQA until twelve (12) months have elapsed since the deletion of the former OQA and must satisfy ALL of the eligibility requirements set forth above.
- J. Because COBRA does not require that an employer provide continuation coverage benefits to other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA for any other such continuation coverage benefits to OQA partners Oral representations that may be made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the OQA as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.
- K. This section (Appendix A) will remain in effect for the 2010-11 school year. Should, during the course of the year six (6) employees obtain coverage under this section, the parties shall meet and confer (bargain) regarding extension of this section, and further, the District shall have the right to suspend application of this section to any employee not already covered under this section (that is, beyond the six (6) already receiving coverage.

This section will continue in effect after the 2010-2011 school year unless either party requests to meet and confer (bargain) over its continuation. Should either party make such request, coverage under the provision would continue under this section until agreement is reached or the section is otherwise eliminated through lawful impasse and implementation. Notwithstanding anything to the contrary, the district shall not be required to provide benefits under this section to more than three (3) employees unless it otherwise agrees.

AFFIDAVIT OF “OTHER QUALIFIED ADULT” ELIGIBILITY

Employee Name:	
Insurance Carrier ID Number:	
Other Qualified Adult Name:	
OQA Social Security Number:	

We declare, for purposes obtaining group insurance coverage that we have an existing relationship that meets all of the criteria listed below:

1. We are both eighteen (18) years of age or older
2. We are not related by blood
3. Neither of us is married
4. We have a committed financial relationship that has existed for a least six months that is evidenced by the following (check all applicable): You must have a least two of the criteria listed (a)-(d) and two of the criteria listed (e)-(i).
 - a. Joint checking account _____
 - b. Joint credit account _____
 - c. Joint credit card _____
 - d. The member and OQA each has Durable Power of Attorney for financial management of the other _____
 - e. Each has Durable Power of Attorney for health care for the other _____
 - f. Shared responsibility for dependent minor children _____
 - g. The member’s Will or Trust designates the OQA as primary beneficiary for the member’s employer-pied life insurance or for the Will itself and vice versa or to receive benefits under the member’s retirement contract (includes IRA’s, 401(k), 403(b) or any other pension plan held by the member). _____
 - h. Both persons agree that by requesting OQA recognition that each is to be responsible for each other’s basic debts and living expense. Both persons agree that anyone who is owed these expenses can collect from either. _____
 - i. Common ownership of the shared principal residence _____

We affirm that the information provided above is true. We understand and agree that if the information is not true, that we may be jointly and severally liable for the costs of the premiums paid by the district or for any benefit services received by the OQA or the OQA’s children under such insurance coverage. We further agree to notify the insurance carrier and the school district within thirty (30) days if the relationship ends or if any of the above information is no longer in termination of all the insurance carrier coverage for the OQA and could result in liability for claims incurred during any period of coverage subsequent to changes in the relationship. The insurance carrier and the school district will agree to keep this Affidavit confidential to the extent permitted by law and will not disclose it without notice to the employee

Dated: _____

 Signature of Employee

Dated: _____

 Signature of OQA

Subscribed and sworn to before me on this _____ day of _____

 Notary Public

APPENDIX B

FLEX ACCOUNT LANGUAGE FROM ARTICLE XIII

A. HOSPITALIZATION BENEFITS

The board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible dependents with a flexible benefits account (hereinafter, "flex account") under the district's cafeteria plan from which to purchase health benefits. The district will make the premium payments from each employee's flex account.

For employees hired prior to September 1, 2009:

Each eligible employee who makes timely application for health benefits or for cash in lieu of health benefits will be given access to a flex account in one of the following amounts for the calendar year 2011.

For the 2011 calendar year:

1. If an employee chooses the option to health benefits (Article XIII, Section D)
 - (1) \$2,400 for electing to receive cash in lieu of the health benefit.
2. Choosing MESSA Choices With the Saver Rx Prescription Rider; Adult Immunization Rider and \$10 Office Visit Rider:
 - (2) \$ 7,307 for electing single subscriber health benefits;
 - (3) \$15,610 for electing two person subscriber health benefits;
 - (4) \$17,096 for electing full family subscriber health benefits.

An employee who elects option (1) above may choose to receive part or all of the specified amount as a direct taxable cash payment or as a tax deferred annuity (TDA). An employee electing option (1) may also use part or all of that amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

An employee who elects the MESSA Choices Plan, by selecting option (2), (3) or (4) and has any cash remaining in the cash account after the purchase, such cash shall be carried forward by the board for the next year as a "reserve" to be used against succeeding year premium increases. If the premium increase in the following year does not exceed the money allotted for that year, any remaining cash shall be carried forward by the board into the next year, as stated above. If the premium increase exceeds the cash account for a given year, or exceeds the cash account plus any reserve amount, the employee shall pay the excess increase.

Those employees hired prior to September 1, 2009, who elected to move to the MESSA 250/20 program previously available, will be eligible for benefits as if never having exercised the 250/20 program.

For employees hired on or after September 1, 2009:

For the 2011 calendar year:

1. If an employee chooses the option to health benefits Article XIII, Section D.
 - (1) \$2,400 for electing to receive cash in lieu of this health benefit.

2. Choosing MESSA Choices With the Saver Rx Prescription Rider; Adult Immunization Rider and \$20 Office Visit Rider:
 - (2) \$ 7,307 for electing single subscriber health benefits;
 - (3) \$15,610 for electing two person subscriber health benefits;
 - (4) \$17,096 for electing full family subscriber health benefits.

If there is a balance in the cash account at the end of the calendar year, the funds remaining will be returned to the district.

For the duration of this agreement, the flex accounts in each set of options (2), (3), and (4), above, will be increased by four percent (4%) in each succeeding calendar year. This provision applies regardless of the hire date of the employee.

BIRMINGHAM PUBLIC SCHOOLS
Birmingham MI

APPLICATION FOR USE OF DONATED SICK DAYS

By accessing this program at this time, you will not be eligible for future use of this program during your employment with the Birmingham Public Schools.

(Please answer ALL questions completely)

Applicant Name _____

Present Address _____
Street Address City/State/Zip

Date you were first unable to work due to this sickness or injury: _____, 20_____

Please give a brief description of the sickness or injury:

Name of treating physician: _____

If an accident was involved, answer the following:

When did this accident occur? _____ 20____

Where did the accident occur? _____ 20____

Time of day the accident occurred ____:__AM____:__PM

Briefly describe the accident:

I HEREBY AUTHORIZE THE PHYSICIAN TO RELEASE TO THE OFFICE OF HUMAN RESOURCES ANY INFORMATION REQUESTED WITH RESPECT TO THIS CLAIM. I CERTIFY THE INFORMATION REQUESTED BY ME IN SUPPORT OF THIS CLAIM IS TRUE AND CORECT.

Name of Physician _____

Date _____ 20 ____

Signed _____
Employee Applicant

Donation of Days Form from employees intending to donate days for your use via this process will only be accepted for 30 calendar days upon receipt of this form in the Human Resource Office.

STATEMENT BY THE ATTENDING PHYSICIAN

Patient's Name _____

Nature of sickness or injury (describe complications if any) _____

Did this sickness or injury arise out of patient's employment (Yes or No) _____

If yes, please explain: _____

Nature of surgical or obstetrical procedure if any (please describe fully): _____

Date surgery was performed _____, 20____

Give dates of medical treatments: Office - _____, 20____

Home - _____, 20____ Hospital - _____, 20____

The patient has been continuously unable to work from _____, 20____ through _____ 20____

If still **UNABLE TO WORK** when should the patient be able to return to work?

_____ 20 ____

Remarks: _____

Date _____, 20____

Remarks:

Date _____, 20____

Signed by Attending Physician _____

Street Address: _____

City/State/Zip _____

Telephone No _____

Fax No _____

Please return to:
Office of Human Resources
Birmingham Public Schools
550 W Merrill Street
Birmingham MI 48009
Fax: 248.203.3082

Form for Donation of General Leave Days

I, _____ voluntarily donate from my accumulated bank of sick leave days
Name

_____ days to _____
of Name

For his/her use. I understand the days donated will be reduced from my accumulated bank. I understand the donation is voluntary and has been made at the request of the employee and not the school district or the Association.

Signature of employee making the donation

Date: _____

HUMAN RESOURCES VERIFICATION

Date: _____