

MASTER AGREEMENT

BETWEEN THE

**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**WALLED LAKE PARAEducATORS ASSOCIATION,
MEA-NEA**

2003-2006

63290

06 30 2008

WLPA MEA

P

MASTER AGREEMENT
BETWEEN THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
WALLED LAKE SCHOOL PARAEDUCATORS ASSOCIATION, MEA-NEA

This Agreement entered into this 14th day of October, 2004, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Walled Lake Paraeducators Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Dues and Payroll Deductions	2
III	Rights of the Board	4
IV	Association Rights	6
V	Labor-Management Committee	8
VI	Probation	9
VII	Resignation and Retirement	10
VIII	Holidays and Vacations.....	12
IX	Leaves of Absence	15
X	Medical Examination	22
XI	Vacancies, Transfers, Promotions	23
XII	Discipline, Demotion, Discharge	25
XIII	Seniority, Layoff and Recall	26
XIV	Grievance Procedure.....	30
XV	Miscellaneous	34
XVI	Hours of Work	36
XVII	Continuity of Operations/Conformity to Law.....	39
XVIII	Employee Evaluations.....	40
XIX	Employee Rights.....	41
XX	Transportation Provisions	42
XXI	Professional Development	46
XXII	Fringe Benefits	47
XXIII	Compensation and Classification.....	52
XXIV	Duration of Agreement	53
Appendix A	Appraisal of Employee Performance.....	54
Appendix B	Personnel Flow Chart.....	56

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 as amended, for all full-time and regularly scheduled part-time paraeducator personnel excluding coordinators, substitutes, latchkey employees and all other employees. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Paraeducators".
- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- C. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Full-time, half-time and part-time employees are defined as follows:
 - 1. Full-Time Employees – Employees who are scheduled to work in one job/assignment six (6) hours or more per day and a five (5) day workweek.
 - 2. Half-Time Employees – Employees who are scheduled to work in one job/assignment 3.0 to 5.9 hours per day and a five (5) day workweek.
 - 3. Part-Time Employees – Employees who are scheduled to work in one job/assignment less than three (3) hours per day.

ARTICLE II

DUES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct 1/20 of such dues from each regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Deductions for employees employed after September 1 shall be appropriately prorated.
- B. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment shall, as a condition of employment, pay as a fee to the Association, an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in paragraph A of Article II, the Board, upon written request by the Association, shall cause the termination of the employee. Prior to such request for termination being made of the Board, the Association, in all cases of discharge for violation of Article II, shall notify the employee(s) of noncompliance by certified mail, return receipt requested. Said notification shall detail the noncompliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Association all monies so deducted. The Association agrees to promptly advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. In the event of any action against the Board brought in a court of law or administrative agency because of its compliance with provisions of Article II of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.
- E. The Association agrees that in any action so defended it will indemnify and hold harmless the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the provisions of Article II.

DUES AND PAYROLL DEDUCTIONS (Continued)

- F. On or before October of each school year, the District will provide the Association with a list of all Paraeducators by location, their position and the number of hours worked per week.

ARTICLE III

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district;
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, to determine qualifications and the conditions for continued employment, determine the number of personnel and the scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business or school hours or days;
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, including hours of work, working schedules and overtime work, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods of changes therein;
 5. Adopt reasonable rules and regulations, maintain order and efficiency of all operations, and to establish standards of efficiency and competence;
 6. Determine the qualifications of employees, including physical conditions;
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

RIGHTS OF THE BOARD (Cont)

8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement;
11. Determine the policy affecting the selection, testing or training of employees provided that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan or any other national, state, county, district or local regulations as they pertain to conducting the affairs of the Board.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the District. Twenty-five (25) copies of the contract will be supplied to the Association as soon as they are printed.
- B. There will be a bulletin board designated within each work site on which the Association may place Association information.
- C. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board Policy.
- D. The Board agrees to make available to the Association information necessary for representation of their membership as required by the Public Employment Relations Act. Additional information may be made available to the Association by the exercise of their rights under the "Freedom of Information Act". Request for information under the Freedom of Information Act will be made available to the Association in accordance with the established Board Policy.
- E. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association whether on or off school premises.
- F.
 - 1. The Board shall provide a total of fourteen (14) days of the contracted school year for use by the Association for business purposes. No individual may use more than three (3) days except for the Association President who, in addition to his/her release time, may use up to five (5) days if necessary. These days shall not be charged against the individual's accumulated leave time. Unused Association leave days may accumulate up to four (4) days for each year of the contract.
 - 2. The Association President shall make requests for the use of these days to the Superintendent or designee in writing at least seven (7) school days in advance of the release day. The Association shall be responsible for the full cost of the substitute's wages when a substitute is used. Only one employee from each classification will be released on the same day if work and staffing needs of the District cannot be met.
- G. The Board agrees to release the President of the Association from his/her job responsibilities for one-half a normally scheduled work day every other week during the school year without loss of pay, benefits, seniority or other benefits provided for in the Master Agreement or by law. The bi-weekly one-half day of release time is non-

ASSOCIATION RIGHTS (Cont)

cumulative and must be used on the designated day established by the parties at the start of each school year. The notice provisions of section F(2) above shall apply to the President's use of Association release time.

Since the WLPA President performs services which are of value to both WLPA and the Board, the board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371(5)(B).

ARTICLE V

LABOR-MANAGEMENT COMMITTEE

- A. Both parties agree to the establishment of a Labor-Management Committee to exchange information and ideas between employees and the District.
- B. The Committee shall consist of up to three (3) employees from the Bargaining Unit and up to three (3) Management personnel, to be selected by the respective parties.
- C. There shall be no contract negotiations at any meeting of the Labor-Management Committee.
- D. The Labor-Management Committee (or any meetings or discussions held in connection therewith), shall not be part of the grievance procedure.
- E. The Committee shall govern itself (i.e., rules and procedures) by consensus of the Committee members.

ARTICLE VI

PROBATION

- A. New employees will be placed on probation for forty-five (45) paid work days during which time the Board shall have the sole right at any time to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. Date of employment, holiday pay and vacation accrual will begin as of the first day of the probation period provided the employee successfully completes his/her probation.
- B. Probationary employees shall receive sick days on the same basis as all other employees with the understanding that no paid sick days can be utilized during the probationary period.
- C. The District may at its discretion, extend the probationary period for twenty (20) paid work days if they deem this advisable.
- D. The District shall, upon recommendation of the immediate supervisor, have the final authority for determining if a new employee's work has been satisfactory or unsatisfactory during the probationary period.
- E. The Association will be notified whenever a new employee has completed a successful probationary period.

ARTICLE VII

RESIGNATION AND RETIREMENT

A. Resignation

1. Employees desiring to leave the employ of the school are required to give two (2) weeks written notice of such intent to the Director of Personnel. Failure to do so will result in such employee losing credit for service time for pay purposes and vacation time should the employee be rehired at a later date. Failure to notify will also result in loss of pay for unused sick days as described in Section C of this Article.
2. Vacation pay will be forfeited by any employee who resigns without giving the Director of Personnel at least two (2) weeks notice or who is dismissed prior to June 30th of any year. Should an employee leave by giving due notice, or should an employee be laid off because of reduction of staff, such employee will receive pay prorated according to how much vacation time he/she has accumulated.

B. Retirement

An employee who retires from the Walled Lake Schools (meaning the employee is eligible to draw monies from the Michigan Public School Employees Retirement System) and who has fifty (50) or more unused sick days prior to the calculations described in Section C below, shall receive an additional One Hundred (\$100) Dollar bonus added to the benefits described in Section C of this Article.

- #### C.
1. After five (5) years of consecutive service, as defined in three (3) below, as an employee and upon resigning, or retirement, pay for one-half of the unused sick days, not to exceed fifty (50) days will be given to the employee. Upon death of an employee, regardless of length of service, the employee's estate will receive pay for one-half of his/her unused sick days, not to exceed fifty (50) days, provided he/she was an employee of the school District at the time of death.
 2. After ten (10) years of consecutive service, as defined in three (3) below, as an employee and upon resignation or retirement, pay for one-half of the unused sick days, not to exceed sixty (60) days, will be given the employee. Upon death of an employee, regardless of length of service, the employee's estate will receive pay for one-half of his/her unused sick days, not to exceed sixty (60) days, provided he/she was an employee of the District at the time of death.

RESIGNATION AND RETIREMENT (Cont)

3. In this instance "consecutive service" means continuous employment other than personal illness or FMLA and no more than one (1) break in service. Consecutive service will only include time counted towards seniority, i.e. unpaid leaves of absence will not count toward the five (5) or ten (10) years of service unless the employee is on an approved medical leave of absence up to ninety (90) days.
- D. An employee with ten (10) years of consecutive service, as defined in three (3) above, within the bargaining unit who retires shall be provided severance pay in the amount of one hundred fifty (\$150) dollars per year of service not to exceed three thousand (\$3,000) dollars. Retirement for the purposes of this section means retiring employee who is eligible to draw monies from the Michigan Public School Employees Retirement System.

ARTICLE VIII

HOLIDAYS AND VACATIONS

A. Holidays

1. The following days shall be recognized as paid holidays:

July 4	Day after Christmas
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day

2. All paraeducators are paid for the holidays as listed above which occur during their scheduled work year.
3. In order to receive compensation for a paid holiday, the paraeducator must work the scheduled day before and after the holiday, unless the employee is on funeral leave, an approved paid vacation, or a doctor's excuse is presented to substantiate that the employee is on a previously scheduled medical leave of absence. If, due to extenuating circumstances, the paraeducator does not work the scheduled day before and/or after the holiday, she/he shall not be penalized so long as prior notice has been given to his/her immediate supervisor. Administration has the right to request verification of such extenuating circumstances.
4. During any school holiday (when school is not in session) that is not provided to the paraeducators under the above schedule, the paraeducator will take a vacation day, personal day or dock day. This provision shall apply to all days over winter break, mid-winter break and spring break that are not listed as holidays above. When known, such school holidays will be provided to the paraeducators at the time they receive their calendars for the year.
5. A holiday which falls on a Sunday will be taken on the following Monday and a holiday falling on a Saturday will be taken the preceding Friday.

B. Vacations

1. a. All fulltime employees scheduled to work in one job/assignment six (6) hours or more per day, 5-day work week with a work calendar of at least 249 days will receive vacation benefits according to the following schedule. For purposes of this article, "work calendar" shall be defined as scheduled working days, minus paid holidays. The number of days used as the basis for figuring the work calendar will reflect the actual number of

HOLIDAYS AND VACATIONS (Cont)

workdays, including vacation days in the current year. Vacation days accrue each fiscal year, to be taken the following fiscal year.

- b. All fulltime paraeducators with a work calendar less than 249 days will receive vacation pay at the end of the school year based on the following schedule, on a pro rata basis, equal to the fraction her/his work calendar bears to 249 days.

<u>2. Year of Employment</u>	<u>No. of Days Vacation</u>
1st year	Prorated based on 10 days
2nd-4th year	10 days
5th year	12 days
6th year	13 days
7th year	14 days
8th year	15 days
9th year	16 days
10th year	17 days
11th year	18 days
12th year	19 days
13th year or more	20 days

3. Any paraeducator who enters the bargaining unit who has previously been employed by the Walled Lake Consolidated Schools with no break in service and who had vacation benefits in the previous position, shall have no fewer vacation days than she/he had in the previous position.
 4. Year round employees may receive pay for no more than five (5) unused vacation days at the end of any fiscal year.
- C. School year paraeducators must take vacations during non-school time. In the case of an emergency or extenuating circumstances, school time can be taken for vacations with the written approval of the Director of Personnel. Unused vacation pay will be received at the end of the school year.
 - D. Paraeducators are permitted, whenever practical, to choose either a split or an entire vacation as approved by the immediate supervisor.
 - E. Holidays occurring during the vacation period shall not be charged against the vacation allowance. In order to receive compensation for a paid vacation, a paraeducator must work the scheduled day before and after the vacation unless that day(s) is a holiday, or the employee is on funeral leave. If, due to extenuating

HOLIDAYS AND VACATIONS (Cont)

circumstances, the paraeducator does not work the scheduled day before and/or after a vacation day, she/he shall not be penalized so long as prior notice has been given to his/her immediate supervisor. Administration has the right to request verification of such extenuating circumstances.

- F. Upon resignation, termination of service, or transfer to a position requiring fewer or more working hours or weeks of employment, employees shall receive any unused vacation (the following pay period) at the rate of pay received by them at the time it was earned provided such a resignation or termination is in accordance with this agreement.
- G. In instances where paraeducators work different hours on different days, the value of vacation and sick days shall be equal to the actual hours worked each day of the scheduled work day.

ARTICLE IX

LEAVES OF ABSENCE

PAID

- A. 1. Each full year non-probationary employee not on an unpaid leave shall be credited with twelve (12) sick leave days at the beginning of each work year. Each non-probationary school year employee not on an unpaid leave shall be credited with ten (10) sick days. Probationary employees who successfully complete their probationary period after the start of the work year shall be credited with a pro-rata number of sick leave days at the beginning of their non-probationary period. Employees who return from an unpaid leave, except workers compensation leave, shall have their sick leave days pro-rated and be credited with that number of days when they receive their first paycheck of the fiscal year.
2. Total sick day accumulation will be unlimited. Sick leave may be used for personal illness or illness or death in the immediate family of the employee. Before payment for sick leave is made, the school administration has the right to request a doctor's statement to verify illness should it be deemed necessary. A sick leave day will be the same as an employee's regularly scheduled work day for purposes of accrual and use and payment will be the same as the hours scheduled to be worked on the day of absence. Immediate family shall mean mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandchild and grandparents.
- B. 1. Business Days - Two (2) days of sick leave each year may be used as business days with the administration having the authority to approve or disapprove one (1) of the two (2) days based on the need as presented by the employee. One business day is to be used only for matters that cannot be taken care of outside of working hours, such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.). A third business day will be granted, using the employee's existing sick leave bank, that can only be used on Martin Luther King holiday.
2. All requests must be in writing; except when an emergency situation prevails, approval may be obtained by telephone from the immediate supervisor, with a follow up letter stating the date and reason for being off.
3. The second business day may be used by the employee as he or she chooses. Written requests for the day off must be received in the office of the employee's immediate supervisor at least three (3) days before the day the employee wishes to be off.

LEAVES OF ABSENCE (Cont.)

4. Requests for any personal business day will be granted only when there is a sufficient number of employees to cover the workload.
 5. The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a business day.
- C. An employee may request to use vacation days as sick leave days after his/her personal accumulation has been expended with proper request to the Director of Personnel. An employee may elect to not use sick leave days by written notification to the Business Office in order to qualify for short or long term disability benefits.
- D. 1. When an employee is on leave due to sickness or injury, (including a worker's compensation leave) the employee may return to the same position held prior to the leave provided that he/she returns to work before ninety (90) working days have lapsed following the last day of the employee's paid leave. For purposes of this section, in the event an employee returns to work but does not work at least fifteen (15) work days before going on leave again for the same condition, sickness or injury, the count for the ninety (90) work day period shall recommence where it left off as of the first date of the new leave period, as if the employee had not returned to work.
2. An employee on a non-medical leave of absence shall return to his/her position only if the unpaid leave is for sixty (60) working days or less.
 3. Employees (except transportation paraeducators) who lose the right to their prior position and are able to return to work will be placed in the first vacant position in their prior classification for which they are qualified.
 4. A transportation paraeducator, who loses his/her run, will upon return to work, be placed on the top of the substitute list until s/he secures a regular position based on seniority.
- E. An unpaid military leave of absence shall be granted to any employee who shall be inducted, or shall enlist, for active or reserve military duty in any branch of the Armed Services of the United States for non-voluntary activities as ordered by the military. Up to two (2) years of credit on the salary schedule shall be granted for such experience and seniority shall accrue during this period. Further, the Board will provide Board paid health insurance to those Paraeducators called up for military service in the following manner: Depending on the date of call-up the Paraeducator will receive a minimum of one month coverage. The Paraeducator will then be covered (if eligible) by the MESSA military coverage program for three months to one year. Then the Board will match that coverage, however, in no case will a Paraeducator receive less than seven (7) months

LEAVES OF ABSENCE (Cont.)

coverage. Should the Paraeducator still be in active duty status upon the end of this coverage, the Board and Association will meet to consider all options, with the goal being to provide full coverage to the Paraeducator while on active duty. This credit for military experience is only available to those Walled Lake Paraeducators who shall have their Walled Lake employment interrupted by military service.

- F. Bereavement Leave - Employees are entitled to leave with pay in the following cases without charge to his/her sick or personal business leave bank: death in the immediate family of the employee and/or spouse, or the death of a person residing in the same household as the employee, for a period not to exceed three (3) days.

Immediate family shall mean mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparents, son-in-law, daughter-in-law. Additional time beyond three (3) days for death in the immediate family, if granted by the Director of Personnel, will be charged to sick leave. In the case of death of a paraeducator's spouse or child, the parapro will be granted, upon request, up to one (1) week (5 working days) leave without the loss of pay or leave days.

Time shall be allowed to attend the funeral of a person whose relationship to the paraeducator warrants such attendance. The release from work shall be subject to the immediate supervisor's approval. The day lost will be deducted from leave accumulation.

Death in the immediate family of the employee and/or spouse or the death of a person in the same household as the employee. The employer has the right to request/and receive verification of residence of an individual residing in the household.

The amount of pay given when an employee is absent due to bereavement shall be based on the employee's regular hours and rate of pay.

- G. Jury Duty - An employee who is called to jury duty shall receive the difference between his/her regular salary and the jury stipend with no loss of accumulated leave for each day he/she serves on the jury and on which he/she would have otherwise been scheduled to work. Any day an employee is not called to jury duty, he/she will report to work.
- H. As soon as possible, an employee should contact his/her building principal or designated person when he/she is going to be absent from work. This should be done in ample time to allow the principal or designated person to secure a substitute. Should the employee fail to notify either his/her principal or designated person that he/she will be absent from work, he/she will not receive a salary for the days he/she is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that would prevent proper notification. In such cases, the immediate

LEAVES OF ABSENCE (Cont.)

supervisor, together with the Director of Labor and Employee Services will decide whether payment of salary should be made.

- I. Personal Leaves - On the first day of student attendance in the beginning of the school year, paid personal leave days shall only be granted in cases of emergency.

UNPAID

- J. A leave of absence without pay may be granted to any employee at the discretion of the Board. Employees on unpaid non-medical leaves will have their seniority frozen and seniority will not accrue while the employee is on an unpaid leave.

- K. Employees on leave shall accrue experience credit as usual for wage increments if on an unpaid leave for less than one-half of his/her scheduled work year.

- L. Family and Medical Leave

- 1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any rolling twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in this Section. Such leave will be granted only for one or more of the following reasons:

- a. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
- b. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
- c. To care for a spouse, child or parent who has a serious health condition.
- d. Due to the employee's own serious health condition.

- 2. Eligibility Requirements:

- a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1250 hours during that prior twelve (12) month period.

LEAVES OF ABSENCE (Cont.)

- b. All requests for family or medical leave must be submitted in writing to the Personnel Department at least 30 days prior to commencement of such leave, except where the need for the leave is not foreseeable and 30 days notice is not possible and in that event, notice shall be given as soon as is practicable.
 - c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the District receives proper notice.
 - d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.
3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Department within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:
- a. The date the serious health condition began.
 - b. The expected duration.
 - c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
 - d. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.
 - e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.

LEAVES OF ABSENCE (Cont.)

4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Department regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.
5. A family or medical leave under this Section is an unpaid leave. However, if the employee has any available accrued paid leave (vacation time and sick leave time) the employee must first use all paid leave time. Once all paid leave time is used; the remainder of the twelve (12) weeks of leave will be unpaid.
6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office no later than the 25th of the month for insurance coverage for the subsequent month. In the event an employee fails to make such direct payments and the District makes such payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for all such amounts.

M. Illness or Disability Leave. Following the termination of a leave of absence under Section K above, up to an additional nine (9) months of leave (or up to twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority shall be granted to an employee who is unable to work because of continued illness or disability and who has exhausted all sick leave available. Seniority shall accrue for the duration of such illness or disability up to a one (1) year period, but without the accrual of additional leave days or benefits. A second year of leave may be granted at the discretion of the Board, however, seniority shall not accrue during this time period.

N. Childbearing/Child Caring Leave. Following the termination of a leave of absence under Section L above, up to an additional nine (9) months of leave (or up to twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority, for

LEAVES OF ABSENCE (Cont.)

the purpose of continued child caring shall be granted to an employee provided a written request was submitted to the Personnel Department at least thirty (30) calendar days prior to the commencement of the leave. A second year of leave shall be granted upon request, however seniority shall not accrue during this time period.

- O. In all leaves set forth above, except Section L leaves, accumulated leave days at the time of leave shall be maintained.
- P. Except as set forth in Section L above, an employee may continue his/her health insurance benefits while on an unpaid leave by making arrangements with the Business Office to prepay monthly individual group rate premiums.

ARTICLE X

MEDICAL EXAMINATION

- A. The Board may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided however, that the Board will pay the cost of such tests and examinations. The reports of such tests and examinations will be provided to the Board by the employee.
- B. If the physician reports that the employee is unqualified to perform his duties, the employee shall be required to take a mandatory medical leave of absence.
- C. The Board may, at its discretion, require an employee who loses time from work because of illness or injury, or is on a voluntary or mandatory medical leave of absence, to submit to physical and medical tests or examinations by a Board-appointed doctor for purposes of determining whether an employee is qualified to return to work.
- D. In those instances when an employee is not satisfied with the decision of the school-appointed physician, an employee may select another doctor of his/her own choosing. The employee will pay all costs of this second examination and it must be taken within ten (10) days of receipt of a written report from the school-appointed physician. The school-appointed physician will consult with the doctor selected by the employee. The information provided by the consulting doctor will be evaluated by the school physician who in turn will review his/her original decision regarding the employee. The final responsibility for determining whether or not the employee can work will rest with the school-appointed physician. The procedure described in this Section will bypass the grievance procedure.

ARTICLE XI

VACANCIES, TRANSFERS, PROMOTIONS

A. Definitions

1. A vacancy shall be defined as a newly created position or a present position within the bargaining unit that the district intends to fill as a regular assignment (not temporary).
2. A transfer shall be defined as a lateral move within a building or this district (i.e., a change from one building to another building in the same employment group).
3. A position upgrade shall be defined as a move within the bargaining unit to a higher paying position or a position with more hours.
4. An upgrade shall be defined as a move within the bargaining unit to a higher paying position or a position with more hours.
5. A promotion shall be defined as a move to a higher paying position outside the bargaining unit.
6. An administrative transfer shall be defined as a transfer of an employee which is instituted by administration without a request from the employee.

B. All vacancies shall be posted in a conspicuous place at each work site for a period of seven (7) working days and a copy will be provided to the Association. During the summer months, when school is not in session, a copy of the posting shall be sent to the Association via the U.S. mail. Vacancies shall be posted within seven (7) working days, (or by the end of the trial period when a trial period is involved), of the date created or vacated or the administration will provide written reasons for not posting which will indicate a date when the posting will be made. The posting shall be advertised on a telephone tape, the number of which shall be provided to all employees.

C. All vacant Transportation Paraeducator assignments shall be internally posted for seven (7) working days and a copy will be provided to the Association. During the summer months, when school is not in session, a copy of the posting shall be sent to the Association via the U.S. mail. Vacancies shall be posted within seven (7) working days, (or by the end of the trial period when a trial period is involved), of the date created or vacated or the administration will provide written reasons for not posting which will indicate a date when the posting will be made. The posting shall be advertised on a telephone tape, the number of which shall be provided to all employees.

VACANCIES, TRANSFERS, PROMOTIONS (Cont.)

- D. Interested bargaining unit members may apply in writing to the Personnel Department within the seven (7) working day posting period. The applicant will also note whether this is a transfer, upgrade, or a promotion for applicant.
- E. In reviewing an employee's request for transfer or upgrade, due consideration will be given to qualifications, job performance, attendance and other considerations as determined by Administration. When these are judged to be equal by Administration, the employee with the greatest seniority will be selected.
- F. Except for vacant positions filled pursuant to Sections B, C, D and E above, the Administration will make a good faith effort to fill vacant positions from the bargaining unit, however the final decision on filling vacant positions is theirs alone.
- G. Within ten (10) work days after the expiration of the posting period, the District shall provide the Association with a list of all applicants. Within fifteen (15) work days after the expiration of the posting period, the District shall provide the Association the name of the successful applicant.
- H. Unsuccessful applicants may request a conference with a designated Board representative to discuss the reasons why she/he was not selected.
- I. An employee who is granted a position upgrade shall serve a trial period of thirty (30) calendar days. The Board may, at its option, extend the trial period an additional fifteen (15) calendar days for a total of forty-five (45) calendar days. The Board may disqualify the employee during the period and such employee shall be returned to his/her former position.
- J. Employees who change positions within the bargaining unit will retain all accrued sick leave and vacation time. Transferred employees shall remain on the same wage step but employees receiving other movements (i.e., position upgrade) may be placed on any step of the new schedule providing the hourly rate is the same or more than the employee received in the former position.
- K. Employees who change employment group within the bargaining unit shall have all accrued seniority in their former department frozen. These employees can use this frozen seniority to bump back into that employment group if they are laid off.
- L. Since administrative transfers of employees may be disruptive to effective administration and optimum performance, the parties agree that administrative transfers are to be minimized.

ARTICLE XII

DISCIPLINE, DEMOTION, DISCHARGE

- A. Discipline, discharge, suspension or demotion of any non-probationary paraeducator shall be made only for just cause. Such action may constitute a case to be handled in accordance with the grievance procedure. The parties agree that in general, discipline shall be progressive in nature. Depending upon the circumstances and the severity of the conduct of the employee, progressive discipline will not always be required. The disciplinary action taken shall reflect the degree that is consistent with the seriousness and nature of the offense. Disciplinary action, as set forth in this Agreement, shall be defined as any verbal or written warning, reprimand, suspension, demotion or discharge.
- B. Notice of intent to suspend or discharge a non-probationary paraeducator for cause shall be made in writing by the Director of Labor and Employee Services and be delivered to the employee with a copy to the Association.
- C. At the election of the paraeducator, all disciplinary action against the paraeducator shall be provided to the Association. In those cases where the paraeducator elects not to have the Association notified, the Uniserv Director will be verbally advised.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the length of service within the bargaining unit as an employee in the Walled Lake Consolidated School District and shall begin on the date on which the employee first assumes his/her duties. In the event two (2) or more employees' in the same "group" have the same seniority date the order of seniority will be determined by a lottery drawing by the Association President and the Director of Personnel.
- B. 1. There shall be for the purpose of seniority, six (6) employment groups:
- a. Instructional i.e. - Classroom, Media, Career Room, Options Room, Head Start, Preschool, KinderAcademy, Bookstore
 - b. Non-instructional i.e. - Hall Monitors, Playground, Parking Lot, Lunchroom,
 - c. Clerical i.e. - Office, Parent Liaisons, Attendance/Noon Hour
 - d. Transportation
 - e. Cable TV
 - f. Bilingual
- C. An employee's employment shall be terminated and their seniority shall cease upon:
- 1. Voluntary quit.
 - 2. Discharge and when discharge is not reversed through the grievance procedure.
 - 3. Unexcused absence from work for three (3) consecutive working days, without notifying the District and without having a reasonable and valid cause for such absence, as determined by the District.
 - 4. Failure to return to work upon recall, within five (5) working days after the date they are to report back to work, unless the employee gives a reason satisfactory to the Board. Such notification shall be by certified mail "addressee only", or registered mail, addressed to such employee at his/her last address as filed with the Board. It shall be the responsibility of each employee to have his/her correct address on file with the Board.
 - 5. Involuntary layoff of more than three (3) years.
 - 6. Failure to return from a leave of absence within five (5) working days following the end of the authorized period.
 - 7. Retirement.
- D. Seniority shall not accrue for unpaid leaves or while on layoff.
- E. Any member of the bargaining unit who leaves the bargaining unit to accept a non-bargaining unit position, and then elects to apply for and is rehired to a position in the bargaining unit, shall be entitled to retain and accrue such rights as she/he may have had

SENIORITY, LAYOFF AND RECALL (Cont.)

under this Agreement prior to transfer to the District non-bargaining unit position, but excludes seniority during the time spent in the District non-bargaining unit position.

- F. The Board will maintain an up-to-date seniority list at all times and make the list available to the Association and to the Association President. (List shall include name, district seniority, bargaining unit seniority date and bargaining unit seniority by group.) The Association President will be provided with a complete up-to-date list as of February 28th every year. An employee's date of hire shall be subject to challenge only the first time an employee's name appears on the seniority list. Other objections to seniority list data shall be filed in writing by the Association within thirty (30) calendar days from receipt of the lists or all objections shall be considered waived.

G. Layoff Procedures

1. Layoff shall be defined as a necessary reduction in the work force.
2. Before official action is taken with respect to any layoff, written notice of the contemplated reduction shall be provided to the Association.
3. If it is necessary to reduce staff, layoffs will be made on a seniority basis, by employment group.
4. Any paraeducator who holds a position and is to be laid off shall be notified in writing no less than twenty (20) days prior to the effective date of the impending layoff.
5. A paraeducator who is on leave and who has requested a return to work prior to the time notice of any recall has been provided, shall be placed on the recall list in seniority order along with the other laid-off employees.

H. Displacement

1. For the purpose of this agreement, displacement shall be defined as any person whose position within an employment group and work site is eliminated by reduction.
2. In the event the Board deems it necessary to reduce personnel in a building or District program all employees whose positions are affected by this reduction will be notified in writing no less than twenty (20) calendar days prior to the effective date of the reduction.

SENIORITY, LAYOFF AND RECALL (Cont.)

3. In the event an available position(s) exists in a displaced employee's present worksite and employment group, the displaced employee(s) will have the first option to fill the vacancy(s). The decision to claim a position in the present worksite, must be completed, in writing, to the building Administrator within two (2) work days of notification of openings within the present worksite. If there is more than one employee requesting the position(s), the employee with the greatest seniority will be granted the position.
4. A Paraeducator that moves into another position, within their worksite, shall serve a thirty (30) work day trial period where he/she must demonstrate the ability to perform job duties as listed in the job description. At the end of the first fifteen (15) work days, the immediate supervisor will inform the Superintendent or his/her designee, the employee concerned, and the Association, by letter, whether the employee's work has been satisfactory or unsatisfactory. If it is deemed unsatisfactory, the employee will meet with the immediate supervisor to discuss any deficiencies and create an improvement plan that will state the deficiencies and implementation of corrective measures. A copy of the plan will be sent to the Director of Personnel and the Association President. If, at the end of the thirty (30) work day period, the employee's work has been unsatisfactory, and/or are unable to perform the job duties as listed in the job description, he/she will be subject to Administrative transfer.
5. If, at the conclusion of the above process any building position(s) remain, including new ones, those positions will be posted for internal transfers per Article XI (XI; A.2.- delete . . . "in the same capacity") Only one transfer period will take place.
6. An employee that selects a position within their own building will not be eligible to apply for internal transfers in step 4, above, for one year from the date the position was selected.
7. At the conclusion of steps 3 and 4 above, a vacancy list, including position, location, and hours worked, will be constructed by the Personnel Department allowing those displaced employees, in seniority order, to select vacancies within their employment group.
8. Within fourteen (14) days before the start of school, the District and Association will set the selection date. The list of available positions will be provided displaced paraeducators three (3) days prior to that date.

SENIORITY, LAYOFF AND RECALL (Cont.)

- I.
 1. Within five (5) school or working days of receipt of written notification of impending layoff, the paraeducator will indicate in writing to the Director of Personnel either of the following:
 - a. The decision to exercise the bumping process to a lower employment group and the position they are eligible to assume; or
 - b. The decision to forfeit the bumping process, accept the layoff and retain recall rights until such time as recall is effected or the paraeducator terminates the employment relationship with the District.
 2. A paraeducator whose position is being assumed by a higher employment group employee, will be notified in writing of the impending layoff no less than ten (10) calendar days prior to the effective date of the layoff.
 3. In order to accommodate the various employee work schedules, the parties agree that an employee affected by the bumping process need not be working in order to be accorded the above notification and bumping period.
- J. **Bumping**

A Paraeducator, in employment group A (Article XIII; Section B), to be laid off may “bump” into the position of the lowest seniority person in the lunchroom or playground. If a Paraeducator, in employment group A, “bumps” the request to remain within employment group A is dropped and the Paraeducator gives up recall rights to employment group A. All Paraeducators in employment groups B, C, D, E, and F, by highest seniority, may bump within their own employment group.
- K. Recall from layoff shall be made in the reverse order of layoff within employment group or lower classification. Employee shall retain recall rights for a period of three (3) years unless they terminate their employment relationship with the District earlier. Recall or bumping into a less-than-full-time position or lower classification, may be waived by a laid-off employee and will not affect his/her position on the recall list. The recalled employee shall have ten (10) working days to respond to the recall notification which will be sent by registered mail. Failure to respond within ten (10) working days after registered notification is mailed, may be considered a voluntary quit.
- L. In the event it is necessary to reduce full time positions to part time or reduce positions resulting in full time positions that share more than one building, the reduction will first be done by seeking out volunteers, beginning with the highest senior Paraeducator in that position. Failing to obtain the necessary Paraeducator(s) for these reductions will be completed by lowest seniority Paraeducator(s) being reduced in that position only.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. 1. Any employee or group of employees of the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may process the claim as a grievance as hereinafter provided. The parties agree to make a good faith effort to resolve every dispute at the lowest possible step and at every step of the grievance procedure.
2. a) Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the immediate supervisor. This discussion shall be held one-on-one at a time and place where both individuals are reasonably free from distraction. This initial step will be taken by the employee individually and shall take place not more than seven (7) business days after the event or occurrence, which is the basis of the grievance, becomes known to the employee.
- b) For grievances involving hiring decisions, the informal step shall be with the leader of the hiring team.
- c) If the matter is not fully resolved by the informal discussion, or if it is necessary or helpful to ascertain further facts regarding the issues raised, a second informal meeting shall be held between the employee and the immediate supervisor at the request of either party. A representative of the Association can be present at this second informal meeting at the option of the employee. The immediate supervisor and the interview team leader may include another administrator in the informal resolution. The second meeting shall be held not more than eight (8) business days after the first informal meeting.
3. Step 1 - In the event the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the employee's immediate supervisor and the Director of Labor and Employee Services. The written grievance must be filed in this manner not more than fifteen (15) business days after the event or occurrence, which is the basis of the grievance, becomes known to the employee. After the Association and the employee's immediate supervisor have received the grievance, designated representative(s) of the Association and the employee involved shall meet with the immediate supervisor in a scheduled meeting within five (5) business days of the date the grievance is filed. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) business days of the Step 1 meeting and a copy shall be furnished to the Association President, the Grievance Committee Chairperson the Director of Labor and the grievant.

GRIEVANCE PROCEDURE (Cont)

4. Step 2 - In the event the employee is not satisfied with the Step 1 response of the Supervisor, the grievance shall be transmitted to the Director of Labor and Employee Services within five (5) business days of the Step 1 response. A meeting will be scheduled between the grievant and the Director of Labor and Employee Services within ten (10) business days of the receipt of the grievance by the Director of Labor and Employee Services. Within ten (10) business days after the Step 2 meeting, a written disposition of the grievance shall be made by the Director of Labor and Employee Services and a copy shall be furnished to the Association President, Grievance Committee Chairperson, and the grievant.
5. Step 3 - In the event the employee is not satisfied with the Step 2 response, the grievance shall be transmitted to the Assistant Superintendent of Schools within five (5) business days of the Step 2 response. A meeting will be scheduled between the grievant and the Assistant Superintendent of Schools within ten (10) business days of the receipt of the grievance by the Assistant Superintendent of Schools. Within ten (10) business days after the Step 3 meeting, a written disposition of the grievance shall be made by the Assistant Superintendent of Schools and a copy shall be furnished to the Association President, Grievance Committee Chairperson and the Grievant.
6. Step 4 - If a full resolution has not been made at Step 3 (or if no formal disposition has been made within the period provided above), either the Association or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. Such request for mediation must be made not more than three (3) business days after delivery of the Step 3 formal disposition or the due date of the formal disposition if the same has not been made. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than three (3) business days following receipt of the request.
7. Step 5 - If the matter is not resolved at Step 4, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board no later than twenty (20) business days after either the Step 4 response (if the grievance is not mediated), or the conclusion of the mediation hearing. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as

GRIEVANCE PROCEDURE (Cont)

his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment.

- a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 - b) The fees and expenses of the arbitrator shall be shared equally by the Board and The Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The filing fee shall be paid by the moving party.
- B. If a grievance arises in more than one (1) building, or involves more than one employee, it shall be initiated by the Association, and be transmitted directly to the Step 1 Administrator in writing. The written grievance shall be filed with the Step 1 Administrator within fifteen (15) business days after the event or occurrence which is the basis for the grievance becomes known to an affected employee. All Association grievances shall be first discussed informally with the Step 1 Administrator.
- C. All meetings concerning grievances are to take place at reasonable hours and will not interfere with the assigned duties unless said meetings are called by school Administration, Board, Mediator or Arbitrator. All employees directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their work responsibilities to be present at such meeting with no loss of pay when called by the above parties.
- D. The time limits described shall be strictly observed. Failure on the part of an administrator to timely respond shall not constitute a granting of the grievance. The parties can agree to deviate from the grievance procedure only by mutual written consent. Where such consent extends time lines, it will only be effective if said writing specifics a new expiration date and is signed by all parties prior to the expiration of the normally applicable time line.
- E. 1. If any individual employee has a personal complaint, which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present shall be provided.

GRIEVANCE PROCEDURE (Cont)

2. No adjustment of any grievance shall be made which is inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Association.
- F. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employee purporting to be representatives.
- G. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
1. The name or names, and signature(s) of the aggrieved person or person(s).
 2. The specific sections of the Master Agreement alleged to have been violated.
 3. In what way there has been a violation, misinterpretation or misapplication of this Agreement or rule or regulation of the Board.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- H. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).

ARTICLE XV

MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. NCA Co-Chairs – At Walled Lake Central and Walled Lake Western High Schools \$3,600 yearly will be allocated for NCA chair(s). At all other buildings, \$1,800 yearly will be allocated for NCA chair(s). Up to four (4) comp or release days per building may be taken at the discretion of the NCA chair(s) with at least three (3) days prior notification to personnel. The NCA allocation will be charged one hundred dollars (\$100.00) per day for each comp/release day used.
- D. The Board will reimburse employees for any damage to eyeglasses (including replacement, if necessary) when fulfilling the responsibilities of a paraeducator. The damage must be promptly reported in writing to the immediate supervisor on the day it occurs. The damage must not be attributable to employee negligence. The immediate supervisor shall forward the request for reimbursement to the Business Office.
- E. Employee Substituting
 - 1. a. Any paraeducator who subs for another paraeducator in a higher paying classification for five (5) consecutive days shall be paid (retroactively) at the higher rate. In order for this section to apply, the arrangement must be approved in advance, in writing, by the paraeducator's supervisor. If the supervisor denies approval, the paraeducator shall be expected to continue to do normal duties.
 - b. If a paraeducator assumes a position with a lower hourly rate in a substitute role, the paraeducator shall be paid their own regular hourly rate.
 - c. Paraeducators shall not have the responsibility of substituting for any certified teacher.

MISCELLANEOUS (Cont)

- d. Whenever paraeducators who are on the registered substitute list accept temporary substitute assignments, the substituting paraeducator shall be compensated at her/his regular hourly rate for all hours worked in the temporary assignment. If the hourly rate for the substitute assignment exceeds the paraeducator's regular hourly rate, the higher hourly rate will be paid for all hours worked.

- F. A para who uses his/her own vehicle in the performance of job related tasks as assigned by the immediate supervisor shall be reimbursed at the current IRS rate for mileage.

ARTICLE XVI

HOURS OF WORK

- A. The principal/supervisor is the person who determines the daily work schedule and job responsibilities of all paraeducators in the building or program in one or more buildings. The principal/supervisor has the right to change the job responsibilities of the paraeducator as needed for the smooth and efficient operation of the instructional program and the building.
- B. Unless notified to the contrary, paraeducators will be assigned to the same building and same number of hours as they were assigned in the previous school year. Any change in assignment or hours will be communicated to the paraprofessional at least ten (10) days prior to the beginning of the school year.
- C. Paraeducators who work six (6) or more hours a day will be granted two (2) fifteen (15) minute breaks and a thirty (30) minute, unpaid, duty free lunch. Paraeducators who work less than six (6) hours per day, will be granted one (1) fifteen (15) minute break and a thirty (30) minute, unpaid, duty free lunch. Transportation is excluded from Section C.
- D. Any paraeducator who is required to attend parent-teacher conferences, open houses, or other after school hour assignment by the Principal/Supervisor will be compensated for the time at his/her hourly rate (or overtime rate if such hours bring his/her total workweek to over forty (40) hours). Any paraeducator who is required, by the Principal/Supervisor, to attend parent teacher conferences will be given comp time to be used whenever the school schedules its comp time. In the event the Paraeducator is not required to be at parent teacher conferences, other regular work will be assigned. The Paraeducator may choose not to work during after school hour parent teacher conferences. In the event, the Paraeducator chooses not to work, they will still be given the comp day earned off without pay.
- E. Overtime will be paid at the rate of time-and-half (1 ½) for work, including attendance at required classes, over forty (40) hours per week. Employees must have pre-approval of supervisor for all overtime.
- F. Paraeducators work year will be the following days, whichever is greater, unless mutually agreed upon with their immediate supervisor:
 - 1. Office paraeducators – 210 days or supervisors work year
 - 2. Classroom paraeducators – 187 days
 - 3. Title 1 – as determined by the employer under the provisions of paragraph A
 - 4. Media paraeducators – 194 days or 7 days more than teacher work days
 - 5. Paraeducators of Coordinators – 199 days
 - 6. Food service paraeducator – 195 days
 - 7. All other paraeducator positions – equal to student days and/or program requirements.

HOURS OF WORK (Cont)

- G. Principal/supervisor will establish the yearly work calendar with the paraeducator by June 1st of the previous school year. The yearly work calendar will include two (2) days before the start date of their work year and two (2) days at the end of their work year for the purpose of training, if necessary. This will be by mutual agreement, but the principal/supervisor has the final say.
- H. Administration has the right to change the two (2) training days by giving a thirty (30) day notice.
- I. 1. When school is cancelled, either District-wide or any individual school building, due to an act of God situation (i.e., inclement weather, mechanical problems at a particular building, etc.) and official public notice is announced, paraeducators will not be required to report for duty and shall not suffer loss of pay subject to Section 6 below. This provision shall not apply when, in the judgement of the immediate supervisor, the attendance of the paraeducator is required or other emergencies dictate the need for a paraeducator as determined by the Administration.
2. If a paraeducator works on a day when school is cancelled (before classes start), she/he will receive two (2) times their current rate of pay for all hours worked.
3. In the event of adverse conditions on days when students are not scheduled to report, but paraeducators are, paraeducators shall report unless otherwise directed by the immediate supervisor or his/her designee.
4. a. District Shutdown - In the event of adverse conditions when all students and teachers are released early, all paraeducators (except those who remain at work per section 4c below) will be released within one and one-half (1-1/2) hours after the students have been dismissed in the building, with no loss of pay.
- b. Partial Shutdown - In the event a building is closed early, the paraeducators in the affected building(s) only (except those who remain at work per section 4c below) will be released within one and one-half (1-1/2) hours after the students in the building, with no loss of pay.
- c. If, in the judgement of the immediate supervisor, the attendance of the paraeducator is required or other emergencies dictate the need for a paraeducator as determined by the Administration, paraeducators who are required to work past the release time, will receive one and one-half

HOURS OF WORK (Cont)

(1-1/2) times their current rate of pay for all hours worked after the release time.

- d. The Association President shall receive notification as soon as possible of any and all building closings.
5. When a paraeducator has a scheduled vacation or dock day and that day turns out to be a day when school is cancelled, the employee will be charged for the time off and will not benefit from school cancellation.
6. Paraeducators will be paid for the first two (2) days of school closing. After the first two (2) days lost to school closings, paraeducators will be paid for all days not worked, the paraeducators work year will then be extended the same number of days and he/she shall not be paid for the days when made up.

ARTICLE XVII

CONTINUITY OF OPERATIONS/CONFORMITY TO LAW

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties have a comprehensive grievance procedure to settle unresolved disputes, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association and each member of the Association accordingly agrees that they will not, during the period of the Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act, any work slowdowns or similar concerted activity. The Board agrees that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any lockout as defined by Section 1 of the Public Employment Relations Act or similar concerted activity.

- B. If any Article or Section of the Agreement shall at any time become invalid under existing or future laws or be held contrary to law by a court or tribunal of competent jurisdiction (from whose final judgment or decree no appeal has been taken within the time for doing so), the remainder of this Agreement shall not be affected in any way and the remaining provisions of this Agreement shall continue in effect.

ARTICLE XVIII

EMPLOYEE EVALUATIONS

- A. All new paraeducators shall be evaluated in writing prior to the end of the probationary period.
- B. After completion of the probationary period, all paraeducators shall be evaluated in writing annually by June 30th or the employee's last day of service for the school year.
- C. Paraeducators shall be evaluated by their immediate supervisor or district administrator designee. Each paraeducator shall be given the opportunity to discuss and review the evaluation with her/his evaluator in a personal conference.
- D. Each paraeducator must sign the evaluation to signify that she/he has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation. An employee shall have the right to attach rebuttal statements to the evaluation.
- E. The written evaluation and any rebuttal comments shall be inserted in the paraeducator's personnel file.
- F. The appropriate evaluation form to be used is included in Appendix B.
- G. In the event a paraeducator who is scheduled to be evaluated is not formally evaluated, she/he shall be deemed to be performing at a satisfactory level.
- H. No paraeducator shall be marked unsatisfactory in any category unless a concern or problem has been previously brought to the attention of the employee in writing prior to the evaluation.
- I. No paraeducator bargaining unit member shall evaluate any other paraeducator bargaining unit member.

ARTICLE XIX

EMPLOYEE RIGHTS

- A. No member of the Association who has completed his/her probationary period shall be disciplined without just cause.
- B. Employees, upon their request, have the right to review the contents of their personnel file in the presence of a witness representing the District. Employees may elect to be accompanied by a representative of the Association during this review of their personnel file. The personnel file will be the only official file kept on employees.
- C. Employees are entitled to the presence of an Association representative during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- D.
 - 1. Any complaint lodged against an employee determined by supervisor to have substance shall be brought to the employee's attention in a personal conference within ten (10) work days of its receipt.
 - 2. The complainant will be identified if said complaint is the basis of disciplinary action to be taken but not in those cases where there is a statutory requirement to report a complaint and the complaint was made anonymously.
 - 3. In cases where an outside law enforcement agency is called in or an investigation is deemed necessary by the Administration, the time limits in this section shall not apply.
- E. The Board shall honor written requests to remove evaluative information from an employee's file in accordance with the Bullard-Plawecki Act. Negative evaluative information will be removed from the file after four (4) years providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.

ARTICLE XX

TRANSPORTATION PROVISIONS

- A. If Walled Lake Schools are closed, for “Act of God Days”, but their out-district schools are open – para’s will not be required to report to work without loss of pay.

If Walled Lake Schools are open, but their out-district schools are closed – para’s will be required to report to work. They will be assigned work by the supervisor/designee. If there is no work, they will be sent home. No loss of pay. Para’s will be paid for all time in excess of those hours that they would have normally worked.

If Walled Lake Schools are open, but only a portion of their out-district schools are closed-para’s will be required to complete their schedule as determined by their out-district school’s status. The supervisor/designee may fill time in with other assignments. No loss of pay. Para’s will be paid for all hours in excess of those they would have normally worked.

- B. Meal allowances will be paid for field and athletic trips according to the following:

1. If the trip is three (3) hours to less than eight (8) hours, the meal allowance will be \$4.00;
2. If the trip is eight (8) hours or more, the meal allowance will be \$9.00;
3. Receipts for meals purchased must be submitted to the Supervisor of Transportation in order for the para to receive the meal allowance.

- C. Should a Para be improperly bypassed she/he shall be eligible to take next available field trip. There shall be two separate rotation lists; weekday trips and weekend/holiday trips. If a trip is cancelled a para shall receive next available field trip.

Transportation paraeducators will be assigned wheelchair field trips including those occurring during regularly scheduled runs. Assignments will be made on a rotating seniority basis according to the field trip roster. A Transportation Paraeducator will be scheduled for all field trips that transport wheelchair children and children requiring medical intervention, if the school requests it.

A paraeducator refusal of trips posted on the field trip list shall result in that paraeducator being placed back into rotation.

Should a paraeducator desire to be added to field trip roster after start of school year he/she may do so by filling out a written request and filing it with Supervisor of Transportation. Any paraeducator who signs up for field trips at close of first semester shall be placed at bottom of field trip roster.

TRANSPORTATION PROVISIONS (Cont)

D. Transportation Miscellaneous

1. At the beginning of each school year each bus run will be timed. Transportation paraeducators will be paid for a minimum of one a.m. and one p.m. run. Such runs shall be a minimum of two (2) hours and fifteen (15) minutes.
2. Transportation paraeducators will be paid a minimum of one-and-one-half (1-1/2) hours for early dismissals.
3. The rate of pay for kindergarten, regular noon, and shuttle runs will be at the paraeducator's regular hourly rate of pay. All kindergarten, regular noon, and shuttle runs will be paid at a minimum of one-and-one-half (1-1/2) hours. If a kindergarten or shuttle is combined with another kindergarten or shuttle run within fifteen (15) minutes or less in between, the paraeducator shall be paid for the actual time it took to ride the runs, provided that he/she will not receive less than one-and-one-half (1-1/2) hours pay.
4. Transportation paraeducators working on a day when one of the buildings on their run closes shall not lose compensation as the result of such closing. They shall be paid for their regular work day.
5. Whenever transportation paraeducators are assigned to any of the three types of shuttle runs and the time between the runs is thirty (30) minutes or less, the transportation paraeducator will be considered to be on continuous time.
6. In the event time is added to a run during the year and such addition impacts the paraeducator, causing an overtime situation, the transportation paraeducator will not lose their original time or benefits. If, during the year, time is removed from a run, at no fault of the transportation paraeducator, the paraeducator will not lose their benefits for the remainder of the year, but may be required to perform duties as assigned.
7. Transportation paraeducators will be asked to do transportation paraeducators work before any other employees.
8. Transportation paraeducators will keep all students' medical records up to date and shall be responsible for keeping all equipment in working order. Whenever such activities are carried out the transportation paraeducator will be paid for the time involved.
9. The least senior person who has been bumped shall become the top substitute paraeducator.

TRANSPORTATION PROVISIONS (Cont)

10. One week prior to the start of school and then again, on or about the first Monday in October, transportation paraeducators will bid on runs. All bidding will be done by seniority order. Two work days prior to the first Monday in October, all transportation paraeducators will be given a list of runs, including hours of work. Whenever a run needs to be covered such assignment shall be made by seniority. During the period prior to the first Monday in October, all efforts will be taken to have all transportation paraeducators continue on the previous year's run with equal pay and benefits.
11. Whenever transportation paraeducators are assigned to noon runs they shall receive a minimum of one-and-one-half (1-1/2) hours of compensation and shall be assigned by seniority.
12. Special education transportation paraeducators shall be assigned based on the assigned student's school schedule.
13. Each transportation paraeducator shall be compensated for an annual "back-to-school" day at the beginning of the year.
14. Each transportation paraeducator shall be compensated for participation in an annual CPR training activity and a tri-annual first aid training activity. Transportation paraeducators shall also be compensated whenever they are directed to mandatory meetings and/or training activities.
15. All vacant transportation paraeducator assignments shall be internally posted for seven (7) work days. When the employer determines to fill such vacancies internal applicants shall be considered on the basis of seniority experience and performance evaluation.
16. Before the bus leaves the yard, all Transportation Paraeducators will be given five (5) minutes pre-trip to check equipment, such as wheelchairs, car seats, etc. and five (5) minutes post-trip upon the bus returning to the yard.

TRANSPORTATION PROVISIONS (Cont)

- E. As soon as possible, an employee should contact his/her designated person when he/she is going to be absent from work. This should be done in ample time to allow the administration to secure a substitute; and for transportation paraeducators shall be a minimum of forty-five (45) minutes prior to the start of their scheduled run, however, all transportation paraeducators will notify administration no later than 6:00 a.m. for absences from a.m. runs. Should the employee fail to notify either his/her designated person that he/she will be absent from work, he/she will not receive a salary for the days he/she is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that would prevent proper notification. In such cases, the immediate supervisor, together with the Director of Operations, will decide whether payment of salary should be made.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT

- A. If additional certifications and/or training's are independently required by Walled Lake Consolidated Schools, the District shall pay the cost of such certification and/or training. Such compensation shall include pay for all hours at the employee's hourly rate, while the employee is in class.
- B. The parties agree that it is mutually beneficial for employees to receive training and education to assist in the performance of their work assignments. Such training can be in the form of in-service education, outside seminars, workshops or training sessions or other forms of professional development.
- C. The Administration has the right to identify and require training for employees, at the Board's expense.
- D. Other education programs that may be provided include: the training of staff when new skills are required (i.e. change in job description and/or new equipment, etc.); attendance at workshops authorized outside of the school district, and conventions and seminars.
- E. Request for Permission to Attend Forms will be accepted from any employee. Final approval of the request will be made by the supervisor and the Superintendent or his/her designee. The approval for Section C above will be granted to those members of the bargaining unit whose position requires, upon mutual agreement of the paraeducator and his/her supervisor, new training or skills. When attendance at conferences, workshops or conventions has been duly authorized, reimbursement for automobile travel shall be the current IRS rate. When possible, share-the-ride should be the practice. Employees shall be released from regular duties for inservice training or approved conferences without loss of salary or vacation.
- F. CPR/First Aid Training/Recertification will be scheduled on the first district wide half/full day of school for professional development.

ARTICLE XXII

FRINGE BENEFITS

The Board will pay the insurance premiums or amounts for or to those employees who apply for one (1) of the three (3) following benefit options. All employees employed for six (6) hours or more per day/30 hours per week in the same position shall be eligible for hospitalization, life, dental and vision insurance provided herein.

A. Option 1.

- (i) Hospitalization. The Walled Lake Schools Board of Education will pay the premiums for hospitalization insurance up to full family coverage in the MESSA Choices PPO Plan.
- (ii) Life Insurance. The Board shall pay the premiums for the cost of life insurance for employees who work six (6) hours or more per day, of fifteen thousand dollars (\$15,000) in total, group term life insurance payable upon death to the employees' beneficiary. Such insurance shall pay double in the case of accidental death or dismemberment.
- (iii) Dental. The Board will pay the premiums to provide 75/50/50 dental insurance, or in the event the employee is covered by the spouse's dental insurance, 50/50/50 coordinated benefits. The yearly maximums shall be one thousand dollars (\$1,000) for Class I, II and five hundred dollars (\$500) lifetime maximum for Class III benefits for the 50/50/50 plan. For the 75/50/50 plan, the yearly maximums shall be one thousand dollars (\$1,000) for Class I, II and five hundred dollars (\$500) lifetime maximum for Class III benefits.
- (iv) Vision. The Board shall pay the full premium for MESSA Vision Plan 1.

B. Option 2. No medical coverage is provided for those not electing Option 1. Benefits provided in lieu of such coverage are: fifteen thousand dollars (\$15,000) AD/D Life Insurance, MESSA Vision Plan 1, MESSA dental insurance 75/50/50 (\$500 lifetime maximum, Class III benefits) and 50/50/50 (\$500 lifetime maximum, Class III benefits), and a two hundred forty dollar (\$240) a year annual stipend.

C. Option 3. The Board shall pay employees who select Option 3, a cash payment of twelve hundred dollars (\$1,200) annual stipend in lieu of Option 1 or Option 2. These employees will receive a life insurance benefit of \$15,000 life insurance and this premium will be deducted from the annual stipend.

FRINGE BENEFITS (Cont)

- D. The Board shall provide a group term life insurance policy in the amount of \$5,000 for the employees who work between 3.0 and 5.9 hours per day. Such program shall pay to the employee's beneficiary the sum of \$5,000 upon death. Insurance coverage will be terminated on the date an employee is no longer employed by the Walled Lake School District. Employees will not receive coverage for life insurance during a granted leave of absence.
- E. Upon the employee's request, the Board will make available the necessary forms for enrollment in hospitalization, life insurance, vision and dental programs. It is the responsibility of the employee to complete and return the forms to the Business Office within 30 days of eligibility in order to have the coverage listed for Option 1, 2, or 3.
- F. The elected coverage shall be provided on a twelve (12) month basis and shall be terminated on the date the employee is no longer employed by the Walled Lake School District, except as otherwise provided in the Master Agreement or by law. However, a paraeducator may continue health insurance for up to eighteen (18) months during lay-off or leave by pre-paying monthly the group rate premiums.
- G. 1. The Board shall not be required to provide hospital/medical insurance coverage to an employee or his/her family members who is/are under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board. The employee must certify to the business office that he/she and family members are not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.
2. An employee or his/her family member(s) who cannot withdraw from coverage under the other policy may request coverage under the Board's hospital/medical plan. The determination to allow coverage must be by a majority of Committee consisting of two Administrative representatives and two Association representatives. The decision of this Committee shall be final and binding on the Board, Association and employee.
3. Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program for the remainder of that year.
- H. The Board has the right to compare the cost of the existing insurance coverage to comparable coverage. Comparability will be based on the actual number of employees enrolled in each plan during each school year. The Board has the right to switch to a comparable plan or different carrier only one time during any calendar year, in order to effectuate cost or administrative savings. If the costs for the comparable plan or different

FRINGE BENEFITS (Cont)

carrier would be less than the current MESSA plan, the Association may elect to switch its membership to the comparable coverage or continue with the current plan with all additional costs being the obligation of the employees, which amounts shall be deducted through payroll deduction. The Association must so elect within thirty (30) days of receipt of written notice to the Association prior to any switch to a comparable plan or different carrier. Such notice shall include the cost and/or administrative savings to be effectuated. It is understood that it may take some months to effectuate a change in plans or carriers and that employees would remain on the existing plan coverage during the transition.

- I. The coverage included in Section A and B, above will serve as comparable coverage to be reviewed each year as required under Section G above.
- J. If coverage is provided under MESSA, the District, at its sole discretion, shall determine annually whether such coverage shall or shall not be PAK.
- K. The parties agree to add the XVAZ rider to the health insurance coverage only if there is a penalty by law for not doing so.
- L. The Board agrees to make deductions for employees who elect to participate in any District approved Tax-Sheltered Annuity Program, subject to IRS Code provision 403(b), 401(a) or 457.
- M. To be eligible for the benefits in Sections A, B, and C, an employee must have completed his/her probationary period. The earliest date upon which an employee will be covered by the school district will be the first day of the month following the completion of a successful probationary period. An employee on probation can take out health insurance through the schools during the probationary period or until such time as covered by the school district, provided the employee prepays the cost himself through individual arrangement with the business office.
- N. 1. The Board shall prepare such plan documents and notifications as are necessary for such cafeteria plan to qualify under the Internal Revenue Code including IRC 125. Employees shall be required to make elections (which are generally irrevocable during each coverage period) as required under applicable Internal Revenue Code provisions and regulations, including, but not limited to, applicable provisions of IRC 125. Bargaining unit members who meet the following test may revoke their election of Option 1, 2 or 3 and make a new election.

FRINGE BENEFITS (Cont)

2. The above described cafeteria plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IR§125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided the new election is made within thirty-one (31) days of the qualifying event and is made as permitted under applicable insurance policies.
- O. The Board shall prepare such plan documents as are necessary to include options 1, 2 and 3 as part of a cafeteria plan or a Flexible Spending Account (FSA) intended to qualify under IRC '125. Employees shall be required to make advance elections (which are generally irrevocable during each coverage period) as required under applicable Internal Revenue Code provisions and regulations.
- P. All insurance coverage and benefits cited in this Article shall be subject to the following conditions:
1. Eligibility shall be limited by the rules and regulations of the underwriting carrier and disputes concerning coverage or benefits shall be strictly between the employee and the carrier and shall not be subject for a grievance procedure dispute.
 2. Eligibility shall be based on the employee meeting the "at work" requirements of the policy or carrier.
 3. The district shall not be liable for an employee's failure to notify the district of a change of status in his/her family which might affect coverage. Employees who do not notify the district of a change in family status within thirty (30) days of the change will be held liable for any cost incurred by the district beyond the change of status obligation.

FRINGE BENEFITS (Cont)

- Q. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of excludable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the worker would have received from his/her regular wage amount according to his/her placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- R. The Board of Education will provide the state-required contribution to the Michigan Public School Employees Retirement System.

ARTICLE XXIII

COMPENSATION AND CLASSIFICATION

- A. Paraeducator Schedule A shall include the following paraeducators: lunchroom, playground, preschool/headstart/prep para.

SCHEDULE A

STEP	2003-04	2004-05
0	9.29	9.48
1	11.20	11.42
2	11.63	11.86
3	12.28	12.53
4	12.77	13.03
5	13.03	13.29

- B. Paraeducator Schedule B shall include the following paraeducators: bilingual, special education, transportation, office assistants, clerical, classroom, title I, early childhood, media, parking lot attendant, hall monitor, TV/cable production, options/re-entry/LATE, preschool/headstart/prep teacher, parent liaison/office, bookstore, KinderAcademy.

SCHEDULE B

STEP	2003-04	2004-05
0	11.73	11.96
1	13.69	13.96
2	14.34	14.63
3	14.91	15.21
4	15.50	15.81
5	15.80	16.12

- C. Paraeducator Schedule C is a grandfathered classification. New hire employees are not placed in this classification.

SCHEDULE C

STEP	2003-04	2004-05
1	17.00	17.34

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2003, and shall remain in effect until June 30, 2006.
1. For the year 2005-2006 a wage and health benefit reopener will be bargained only.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. While the terms and conditions of this Agreement shall remain in full force and effect for the duration of the Agreement, nevertheless, it is recognized that matters may arise during the life of this Agreement which are of vital mutual concern to the parties. If such matters do arise, the parties may, by mutual written agreement, arrange for a special conference to discuss the matter. Arrangements for such a meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such a meeting shall be confined to those in the agenda. No such meeting shall take place during working hours, unless agreed to by the District.

WALLED LAKE PARAEDUCATORS
ASSOCIATION

By: Sharon Theriault
Sharon Theriault
President, WLPA

By: William Bell
William Bell
Uniserv Director, WLPA

WALLED LAKE BOARD OF EDUCATION

By: Michael C. Karson
Michael C. Karson
President, Board of Education

By: Thomas McConnell
Thomas McConnell
Secretary, Board of Education

APPENDIX A

APPRAISAL OF EMPLOYEE PERFORMANCE
 This appraisal form is intended for use with:
WALLED LAKE SCHOOL PARAEDUCATOR ASSOCIATION

Name of Employee _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Last First </div>	Date of Evaluation: _____
Position in which Employee is being evaluated: _____ Department: _____	Building: _____ Date Employee came under your supervision: _____
Employee Status <input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	<p align="center"><u>RATING SCALE</u></p> S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
<ol style="list-style-type: none"> 1. Please read the entire form to first understand the scope of this performance evaluation. 2. Remember that this is an annual appraisal of the employee's performance during the entire evaluation period. _____ to _____. 3. Be specific and provide examples when relevant to support your appraisal. 4. This appraisal form is to be completed by the employee's supervisor and submitted to the Personnel office 20 days before the end of the probationary period, and annually (bi-annually for bus drivers) thereafter. A copy is to be given to the employee, and the original will be inserted into the employee's personnel file. In advance of the performance appraisal, the job description and/or other job expectations should have been thoroughly explained by the supervisor. 5. Please utilize the "comments" section to indicate ways in which this employee excels or needs some improvement. It is the intent of this appraisal process to focus on areas of strength and offer suggestions for continued professional growth. If improvement is needed in any specific area, please identify the specific nature of the needed improvement and offer suggestions on how such improvement is to be accomplished. 	

- SATISFACTORY** Individual's performance fulfills the normal job requirements of the position.
- NEEDS IMPROVEMENT** Individual's performance is below the job requirements but could be improved through development, experience, and/or application.
- UNSATISFACTORY** Individual's performance is clearly below the level of acceptability.
- NO BASIS** Used when evaluator is unable to form a judgment on the employee's performance on this factor either because the factor does not apply, was not observed or because of other special circumstances.

I. QUALITY/QUANTITY OF WORK

CIRCLE

PLEASE

- | | |
|--|----------|
| a. Demonstrates job knowledge | S N U NB |
| b. Completes job assignments, meets deadlines and schedules | S N U NB |
| c. Follows directions | S N U NB |
| d. Follows rules and regulations | S N U NB |
| e. Performs duties accurately and neatly and according to standards | S N U NB |
| f. Quantity of work output | S N U NB |
| g. Works effectively and efficiently | S N U NB |
| h. Demonstrates knowledge, skill and proper care of tools and/or equipment | S N U NB |

Comments: _____

II. WORK HABITS AND ATTITUDES

- | | |
|--|---------------------------|
| a. Is dependable | S N U NB |
| b. Is punctual | S N U NB |
| c. Maintains acceptable attendance | S N U NB |
| d. Follows District and School policies and procedures | S N U NB |
| e. Accepts responsibility of job willingly | S N U NB |
| f. Ability to work with immediate supervisor | S N U NB |
| g. Demonstrates willingness to advance individual job skills | S N U NB |
| h. Demonstrates interest in work | S N U NB |
| i. Ability to work well without supervision | S N U NB |
| j. Uses good judgement | S N U NB |
| k. Dresses appropriately for the job | S N U NB |
| l. Is neat and clean | S N U NB |
| m. Demonstrates initiative | S N U NB |
| n. Attendance | _____ # of days
absent |

Comments: _____

IV. RELATIONSHIPS WITH OTHERS

- | | |
|--|----------|
| a. Effectively works with other employees | S N U NB |
| b. Relates to and effectively works with students | S N U NB |
| c. Relates to and effectively works with parents/public | S N U NB |
| d. Relates to and effectively works with Supervisor/Administration | S N U NB |

Comments: _____

Signature of Supervisor	Title:
-------------------------	--------

I have reviewed this evaluation with my supervisor and have received a copy.

Employee's Signature _____ Date _____

The presence of the employee's signature shall indicate that the evaluation form has been reviewed by the employee. Signature does not necessarily imply agreement with the evaluation.

Statement by evaluatee attached. The evaluatee always has the right to prepare a written response to any formal evaluation. The response shall be attached at the time the evaluation is submitted to the Personnel Office.

cc: Employee
 Supervisor

APPENDIX B
PERSONNEL FLOW CHART

Parent Liaison→Building Principal→Assistant Superintendent of Schools

Title I→Building Principal→Assistant Superintendent of Schools

Special Education→Building Principal→Director of Special Services

Early Childhood→Building Principal→Assistant Superintendent of Schools

Media→Building Principal→Assistant Superintendent, K-12 Curriculum

Transportation→Transportation Supervisor→Director of Operations

Reach→Director of Instructional Services→Assistant Superintendent, K-12 Curriculum

Language Arts/Math→Director of Instructional Services→Assistant Superintendent, K-12 Curriculum

Microfilm→Finance Manager→Executive Director, Business Services

Bilingual→Coordinator→Director of Instructional Services

Preschool/Headstart→Coordinator→Director of Instructional Services

Kids Start→Building Principal→Assistant Superintendent of Schools

Playground/Lunchroom→Building Principal→Assistant Superintendent of Schools

Crossing Guard→Building Principal→Assistant Superintendent of Schools

Office→Building Principal→Assistant Superintendent of Schools

Options/Re-entry/LATE→Building Principal→Assistant Superintendent of Schools

Healthcare Nurse→Building Principal→Director of Special Services

Hall Monitor→Building Principal→Assistant Superintendent of Schools

Parking Lot→Building Principal→Assistant Superintendent of Schools

Cable TV→Building Principal→Assistant Superintendent, K-12 Curriculum

Noon Hour/Office→Building Principal→Assistant Superintendent of Schools

Student Services→Building Principal→Assistant Superintendent of Schools

Reading Recovery→Building Principal→Assistant Superintendent, K-12 Curriculum

Alternative Education→Building Principal→Assistant Superintendent, K-12 Curriculum



Walled Lake Consolidated Schools

Craig S. Aleo, Executive Director
Labor and Employee Services

Educational Services Center
850 Ladd Road, Bldg. D
Walled Lake, Michigan 48390
Phone: 248.956.2023
FAX: 248.956.2120

April 4, 2006

To: Walled Lake Paraeducators Association Members

As you know, your collective bargaining agreement has been extended through the 2007-2008 school year with changes to the Fringe Benefits, Article XXII and Compensation and Classification, Article XXIII. We will not be printing a new contract so we have attached the changes and you can add this to your contract.

Sincerely,

A handwritten signature in black ink that reads 'Craig S. Aleo'. The signature is written in a cursive, flowing style.

Craig S. Aleo, Executive Director
Labor and Employee Services

In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disability Act of 1990, it is the policy of the Walled Lake Consolidated School District that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, political belief, military service or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. For more information contact Mr. Craig Aleo, District Compliance Officer, at (248) 956-2023.

We're making tomorrow!

ARTICLE XXII

FRINGE BENEFITS

The Board will pay the insurance premiums or amounts for or to those employees who apply for one (1) of the three (3) following benefit options. All employees employed for six (6) hours or more per day/30 hours per week in the same position shall be eligible for hospitalization, life, dental and vision insurance provided herein. **All employees who select hospitalization will be assessed five (\$0.05) cents per one thousand (\$1,000.00) dollars of their annual base wages to be paid the first pay in June for the current school year and shall fall under the District Cafeteria Plan.**

ARTICLE XXIII

COMPENSATION AND CLASSIFICATION

- A. Paraeducator Schedule A shall include the following paraeducators: lunchroom, playground, preschool/headstart/prep para.

SCHEDULE A

STEP	2005-06	2006-07	2007-08
0	9.67	9.86	10.06
1	11.65	11.88	12.12
2	12.10	12.34	12.59
3	12.78	13.04	13.30
4	13.29	13.56	13.83
5	13.56	13.83	14.10

- B. Paraeducator Schedule B shall include the following paraeducators: bilingual, special education, transportation, office assistants, clerical, classroom, title I, early childhood, media, parking lot attendant, hall monitor, TV/cable production, options/re-entry/LATE, preschool/headstart/prep teacher, parent liaison/office, bookstore, KinderAcademy.

SCHEDULE B

STEP	2005-06	2006-07	2007-08
0	12.20	12.44	12.69
1	14.24	14.52	14.81
2	14.92	15.22	15.53
3	15.51	15.82	16.14
4	16.13	16.45	16.78
5	16.44	16.77	17.11

- C. Paraeducator Schedule C is a grandfathered classification. New hire employees are not placed in this classification.

SCHEDULE C

STEP	2005-06	2006-07	2007-08
1	17.69	18.04	18.40

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2005, and shall remain in effect until June 30, 2008.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. While the terms and conditions of this Agreement shall remain in full force and effect for the duration of the Agreement, nevertheless, it is recognized that matters may arise during the life of this Agreement which are of vital mutual concern to the parties. If such matters do arise, the parties may, by mutual written agreement, arrange for a special conference to discuss the matter. Arrangements for such a meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such a meeting shall be confined to those in the agenda. No such meeting shall take place during working hours, unless agreed to by the District.

WALLED LAKE PARAEDUCATORS
ASSOCIATION

By: Denise M. Miller
Denise Miller
President, WLPA

By: William R. Bell
William Bell
Uniserv Director, WLPA

WALLED LAKE BOARD OF EDUCATION

By: Mary Ellen Trott
Mary Ellen Trott
President, Board of Education

By: Thomas McConnell
Thomas McConnell
Secretary, Board of Education