

PARAPROFESSIONAL

AGREEMENT

2015-2016

Agreement
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Agreement
2015-2016

This Agreement is provided by the Galesburg-Augusta Community School's Board of Education, Kalamazoo County, Michigan for the express purpose of providing clarification of employee rights and responsibilities for all Paraprofessional Employees of the District.

Coverage. This Agreement covers all Paraprofessional Employees. All building aides and other certified employees (teachers and administrators) are excluded from coverage by this handbook. In instances where negotiated contracts exist, such contract provisions shall automatically take priority over Agreement provisions relating to the same or related subjects.

Definitions. The words and phrases hereinafter set forth shall have the following meaning:

Paraprofessional will be certified and grouped to one of the following areas: Title I, Special Education, At Risk, and Classroom Aide.

Employee Covered by this Agreement shall mean all Paraprofessionals employed by the Board, but not including supervisory personnel, student help hired on variable time or seasonal basis, central office personnel, building aides and other certified employees (teachers, and administrators) or other variable time help not specifically included in this Agreement.

Full-time Paraprofessional Employee shall mean all employees who work an average of six (6) or more hours during a normal work day.

Variable Hour employee shall mean all Paraprofessional Employees who work at least the regular school year and who work an average of less than six (6) hours during a normal work day.

Other employees shall mean all Paraprofessional Employees who work at least the regular school year and who work an average of up to four (4) hours during a normal work day.

Day Shall mean the average number of hours worked per regular work day averaged over a full work week, expressly excluding overtime hours worked.

Probationary/Regular Employment

The probationary period is the first ninety (90) days of actual work, following Superintendent approval. Upon satisfactory completion of their probationary term, classified paraprofessional employees upon recommendation by the building principal, shall be engaged for regular employment.

Probationary Employees – Probationary employees may be released at any time during the 90-day period without cause. This decision shall not be grieved.

Compensation and Benefits

Salary. The salaries of employees covered by this Agreement for the school year 2015-2016 shall be displayed in Schedule A, which is attached.

Overtime. Overtime in excess of ten (10) hours a day or forty (40) hours a week shall be paid at 1 ½ the regular hourly rate, authorized by the Superintendent. No employee shall be required to take time off in lieu of overtime payment.

Working conditions

Immediate Supervisor. Paraprofessional Employees will be directly responsible to the building principal or designee of the school building in which the employee works.

Hours. Full-time Paraprofessional Employees shall normally work a six (6) hour day. Employees who work between five (5) and six (6) hours shall get ½ hour unpaid lunch. Permanent deviations in stated starting and ending times can be made at the time of hiring or by mutual agreement of employer and employee at any time. Hours may be changed on occasion for good cause at the request of the employee's immediate supervisor. Variable hour employees and other employee's hours shall be as set by the employee's immediate supervisor.

Year. The Paraprofessional work year shall include all student instructional days and any additional days required by the immediate supervisor.

Vacancies and Promotions

Vacancies. Whenever vacancies or other opportunities in any position covered under this Agreement occur, the Employer shall advise employees by posting such notice in the office of each building. No vacancies shall be filled, except in case of emergency, on a temporary basis until such vacancies shall have been posted for at least seven (7) calendar days.

Transfers:

In the event a position is eliminated, the affected employee shall be entitled to the position of least senior employee within the Paraprofessional group. If the affected employees' former position is reinstated, the affected employee will have first opportunity to accept said position. The affected employee has the right to reject their former position and remain in the position to which they were transferred.

If a paraprofessional position is eliminated, the affected employee should be notified in writing within five (5) working days about any job lay-off and potential recall.

Involuntary Transfers:

In the event a position is eliminated or in the event of several positions eliminated, the affected employees shall be entitled to equal number of positions of least senior employees within the Paraprofessional group. Once the paraprofessional is notified of job elimination, said paraprofessional (if eligible for bumping) must make job selection within 5 business days of notification. If the affected employee rejects the position newly available, they forfeit their employment status with the Galesburg-Augusta Community School District. (The most senior Paraprofessional will be given 1st choice. The next senior will choose from the remaining positions until all positions have been filled by Paraprofessionals whose jobs have been eliminated.)

In the event that a paraprofessional bumps into a one-on-one position that is said to end when student leaves/graduates from the G-A District, the senior paraprofessional will not lose his/her position at that time as long as the senior paraprofessional is a full time G-A employee prior to the bumping process (would bump the lowest senior paraprofessional). If the affected employee's former position is reinstated, the affected employee will have 1st opportunity to accept said position. The affected employee has the right to reject their former position and remain in the position to which they are transferred.

If a paraprofessional does not have proper certification for a position at time bumping, then said paraprofessional does not have the option to bump into that position.

Layoff and Recall

Lay-off. Employees shall be laid off on the basis of seniority within the group Paraprofessional. Employees shall accumulate seniority on the basis of time worked in the Paraprofessional group. Based on the student school year calendar, thirty-two ½ (32 ½) hour per week employees shall gain one (1) year of seniority. Employees working less time shall accumulate seniority on a pro rata basis.

Recall. Employees affected by lay off shall have the right to be recalled based on seniority within the group Paraprofessional up to 1 year of lay off date. If the affected employee rejects the position newly available, they forfeit his/her employment status and seniority position with the Galesburg-Augusta Community School District.

Employee Rights

Nothing set forth in this Agreement shall deprive any Galesburg-Augusta employee of his/her right to handle his/ her disputes individually or with representation.

Grievance Procedure

The grievance procedure is intended to be used for those matters which have not been resolved through the use of normal work procedures.

Written Claim. If there is an unresolved dispute concerning terms and conditions of employment which has not been satisfactorily resolved through normal work procedures, the employee has ten (10) days from the occurrence of the event to file a written claim. The claim should include:

- A. An identification of the employee(s);
- B. The facts upon which the claim is based;
- C. The term or condition of employment allegedly violated;
- D. The specific relief requested
- E. The date of the claim
- F. The signature of the employee.

This written claim shall be filed with your Principal.

Formal Conference. Employees are entitled to receive, within ten (10) work days, a written response to the claim. If the issue is not resolved with the written response, a formal conference will be held with the Superintendent or designee. The purpose of the formal conference is to seek a positive and constructive disposition of the claim. Any mutual agreement as to disposition of a claim will be in writing. If no mutual agreement is reached, a claim review may be requested by the Employee.

Claim Review. A claim review will be scheduled at a convenient time for all parties upon the request of the employee. The review of the claim shall be made by a minimum of one appointed Board member who shall discuss the claim with the employee and her/his representative and the Superintendent or designee. These parties will seek a positive and constructive disposition of the claim. The disposition of the claim shall be in writing, mailed to the grievant, and shall be binding upon the parties.

Leave Policy

Sick Leave. At the beginning of each school year, each employee covered under this Agreement in the classification of Paraprofessionals shall be credited with sick leave as per the tiered leave schedule. Sick leave allowance to be used for absence caused by illness, physical disability, and doctor and dental appointments of the employee and family. The unused portion of such allowance may accumulate to a total of ninety (90) days. A portion of a sick leave may be used in increments of one (1) hour.

Perfect attendance incentive will be paid for zero (-0-) sick leave days used in the amount of \$200.00 per year. If the Paraprofessional is absent two (2) sick days or less per school year, \$150.00 will be compensated. If the Paraprofessional works six (6) or more hours a day, 100% of the above earned payment will be made. Paraprofessional working four (4) or more per day, but less than six (6) hours per day, 75% of the above earned payment will be made. Paraprofessionals working an average up to four (4) hours a day, 50% of the earned payment will be made. The attendance incentive will be paid after the last day of each school year.

Personal Leave. (Paraprofessionals) Full-time and variable time Employees will be provided with personal leave with pay at the rate of three (3) days per school

year. Personal leave shall not accumulate and all requests for personal leave shall, except in emergencies, be submitted in writing at least three (3) days in advance of the anticipated absence. Personal leave shall be taken for necessary business or activities which cannot be handled at any other time than the working day; and in case shall it be assumed that personal leave will cover absences for pleasure trips, shopping, or working at home.

Additional Leave: Upon a written request to the Superintendent the District may allow up to 12 weeks of unpaid leave. This 12 week period will be in addition to their 12 weeks of FMLA leave. During this time the member will not accrue any seniority or increase in pay.

Funeral Leave. Paraprofessionals shall be allowed up to three (3) days per occurrence with pay in the event of death of an immediate member of the Employee's family, for up to two (2) occurrences per year. Unpaid absence beyond three (3) days shall be determined by the paraprofessional's building principal.

Immediate family is defined as mother, father, sister, brother, husband, wife, child, grandparent, father-in-law, mother-in-law, sister-in-law and brother-in-law. If death of any other family member occurs, absence may be excused as allowed by contract and/or building principal's permission.

"Act of God" Days. No employee will be expected to report for work on snow days or any other days when the district may be closed due to uncontrollable "Act of God." These days are defined as, but not limited to, conditions not within the control of the school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. Salary for snow days or "Act of God" days shall be paid at the time of occurrence (under no circumstances shall paid make up days exceed the state mandated number of student instruction days for full state school aid eligibility). Any days made up for exceeding the state mandate language shall be paid upon the actual day that is made up.

Discretionary Leave for Job-Related Workshops. Upon request through the principal, the employee may be granted discretionary leave to attend a job-related workshop. This attendance will be voluntary by the employee. Any fees will be paid by the Employer, but, in no case, shall the employee receive compensation beyond their regular working hours.

Jury Duty. Days missed because of Jury Duty will be paid and any stipend from the courts will be given to Galesburg-Augusta Community Schools to offset the difference.

Tiered Leave Schedule

Steps	Years	Sick Days	Personal Days	Holidays
1	1	3	0	0
2	2-3	5	1	2
3	4-7	7	2	3
4	8-11	10	3	7
5	12+	10	3	7

Paraprofessionals hired before March 22, 2011 are grandfathered to Step 4 of the current Tiered Leave Schedule. All paraprofessionals hired after March 22, 2011 are hired under the new contract language.

Vacation

One Week

Paraprofessionals who have been continuously in the employment of the Board for one full year shall receive one (1) week vacation with pay. Eligibility for vacation pay shall be based on date of employment. This vacation is to be used either during Christmas or Spring break. The pay shall be based on contracted weekly hours, or, for variable time employees, based on normally scheduled hours.

Two Weeks

Paraprofessionals with four (4) full years or more years of continuous employment in the schools will be eligible for two (2) weeks vacation. One (1) week will be taken during Christmas vacation time and one (1) week during the school spring vacation time. The pay shall be based on contracted weekly hours. Eligibility for vacation pay shall be based on date of employment.

Three (3) additional paid vacation days will be added during Christmas vacation time for Paraprofessionals at step four with seven (7) full years or more of service.

Mid-Winter Break. Contingent on the school calendar, Paraprofessionals with seven (7) full-years or more of continuous employment in GACS will be eligible for up to two (2) Mid-Winter Break days of pay.

Holidays. The following holidays or days will be paid based on contracted daily hours to employees in the classification of Paraprofessional. If the employee has worked his/her regular number of hours during the last workday before the holiday, they will be eligible for holiday pay. Any waiver of this requirement will be at the discretion of the building principal. These days are:

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

Job Descriptions and Responsibilities. Employees covered by this Agreement shall faithfully fulfill the job requirements as specified in the Galesburg-Augusta School District job description booklet.

Evaluation. Employees shall receive a written evaluation of their job performance at least once per year. These evaluations shall be written by the appropriate principal, Title I Coordinator, or Special Education Coordinator/Supervisor/Director. Evaluations shall state specifically if job performance is satisfactory or not. In instances of unsatisfactory job performance, reasonable time for improvement shall be allowed except in those instances where continued employment poses a threat to students or harm to other employees or in instances of insubordination or wanton disregard for job requirements.

Authority. All employees covered by this Agreement are support personnel. Situations requiring professional discretion, attendance, or actions should always be deferred to the appropriate personnel by the employee. Employees should always keep in mind that good public relations (with parents, students, other employees, etc.) is essential and requires a positive outlook on their part.

Intervention in potentially hostile situations should always be done by appropriate personnel if time allows for it.

Paraprofessional
Schedule A
2015-2016

Basic Hourly Compensation:
Certified:

Step 1: (year 1)	\$10.00
Step 2: (year 2-3)	10.25
Step 3: (year 4-7)	11.08
Step 4: (year 8-11)	11.34
Step 5: (year 12+)	11.70
Step 6: (year 16+)	11.82

Patti Groetsema, Negotiator

Date

Jane Spencer, Negotiator

Date

Wanda Perry, Negotiator

Date

Rhonda Smith, Negotiator

Date

Kim Hickman, Negotiator

Date

Dania H. Bazzi, Superintendent

Date