

Agreement

between the



and the



**Birmingham Association of Paraprofessionals
Michigan Educational Association/NEA**

Covering the negotiated periods:

July 1, 2017 – June 30, 2020

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AGREEMENT

This Agreement was entered into this 14th day of August, 2017, and became effective August 16, 2017 through June 30, 2020, by and between the BOARD OF EDUCATION OF THE BIRMINGHAM PUBLIC SCHOOLS, hereinafter referred to as the "BOARD," and the BIRMINGHAM ASSOCIATION OF PARAPROFESSIONALS, MEA/NEA, hereinafter referred to as the "ASSOCIATION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following unit and specifically as determined in Michigan Employment Relations Commission Case No. R83 E-162 on June 27, 1983, and R83 F-180 on January 2, 1984. All regularly employed paraprofessionals including, Instructional Support paraprofessionals, Special Education paraprofessionals, ESL/ELL paraprofessionals, Grant Funded paraprofessionals, and Hall Monitors. Temporary paraprofessionals, substitute paraprofessionals, and all other employees are excluded.
- B. Membership in the Union is not compulsory. Employees have the right to join or not join the Union.
- C. Prior to October of each school year, the Board shall provide the Association a list that shall include the name, location, classification, number of hours worked and the seniority of each employee covered by this Agreement.
- D. Whenever masculine/feminine provisions are used in this Agreement; it is understood that those terms are also to stand for the male/female members of the association.

ARTICLE 2
BOARD RIGHTS AND SECURITY

- A. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other National, State, County, District, or Local laws or regulations as they pertain to education.

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

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

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

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

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

ARTICLE 3

ASSOCIATION AND PERSONNEL RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the parties hereby agree that paraprofessionals shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any paraprofessional in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any paraprofessional with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association likewise agrees that it shall not intimidate or coerce any paraprofessional in the exercise of his/her rights set forth herein or under law.
- B. Nothing contained herein shall be construed to deny or restrict to any paraprofessional rights he/she may have under the Michigan General School Laws or other laws and regulations. The rights granted to a paraprofessional hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Association and its members shall have the right to make use of school buildings and facilities in keeping with the rules and regulations of the Board governing the use of buildings and facilities. No paraprofessional shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards which shall be provided in each school building in areas designated for paraprofessional use, such as staff lounges and work rooms, but not in areas open to the public or students. The Board will permit, but cannot assume the responsibility for, delivering notices through its school delivery service for Association purposes. Minutes, agendas and public reports of all School Board meetings will be made available via the District website.

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

- D. Union representatives may be permitted to transact official union business on school property provided they do not interfere with the normal school operation. They shall first report their presence to the school office.

The Union shall annually notify the Administration in writing of the members of the Executive Board and Executive Director and give timely notice to the Administration of changes and/or additions as they occur.

- E. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information which will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with such information that may be necessary for the Union to process any grievance or complaint. Also the Union shall provide the Board with such information it has at its disposal.
- F. Paraprofessionals shall be entitled to full rights of citizenship, and no religious or political activities of any paraprofessional or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such paraprofessionals.
- G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, sexual orientation or marital status.
- H. During the term of this Agreement, the rights granted herein to the Association will not be granted or extended to any other organizations claiming to represent a paraprofessional organization.
- I. Board policies which affect paraprofessionals but whose provisions are not covered in this Agreement will be provided prior to the first reading to permit the Association to address the Board of its view of the proposal. The Association may request the opportunity to review and discuss the proposed Board policy only with Administrative staff prior to the first reading.

- J. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the paraprofessionals in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of the Agreement shall apply equally to all paraprofessionals in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Board after it has satisfied itself that the Association is the choice of a majority of the paraprofessionals in the bargaining unit.
- K. Should the Legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language. Provided further should MCL 423.210(1)(b) pertaining to the collection of union dues be repealed, amended or otherwise held invalid, the District shall again permit payment of union dues through payroll deduction upon receiving written authorization from the paraprofessional in accordance with applicable law.
- L. The association will be granted up to ten (10) days release time for a designated association official to conduct necessary association business, as requested in writing, by the Association President. Necessary Association business includes, but is not limited to, the representation of members; attendance at local association or state-wide (MEA) meetings and activities; participation in the grievance/arbitration process and activities of a similar nature. Unless as a result of a scheduled activity, release time may not be used the day before or after a holiday or for activities not related to the interests of the association. The employee who will conduct such business shall notify his/her immediate supervisor sufficiently in advance of the business so that the district realistically has time to obtain a substitute, if necessary.

ARTICLE 4
COMPENSATION

- A. The hourly compensation rates for employees covered by this Agreement are set forth in Schedule A: 2017/2018, A (1): 2018/2019, and A (2) 2019/2020 that is attached hereto and made a part hereof. Such compensation schedules shall remain in effect during the entire term of this Agreement.

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

- B. Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week, and on Saturdays, but overtime shall not be pyramided. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays.
- C. Salary and other pay for paraprofessionals will be paid and posted by direct deposit, with all payment vouchers provided on-line.

D. Merit Pay

Employees will be eligible for merit pay after the completion of the probationary period pursuant to the following procedures:

1. Employee shall be evaluated each year.
2. Each of the eight (8) criterion shall be assessed the following points:
 - 1.0 if ranked "*satisfactory*"
 - 0.5 if ranked "*needs improvement*"
 - 0.0 if ranked "*unsatisfactory*"
3. Any member achieving seven (7) points, or more, shall receive a merit pay award as set forth in the schedule below. The merit pay received shall be reported to MPSEERS.
4. Payment shall be included in last pay period of the school year.

Merit Pay 2017/18, 2018/19 and 2019/20 School Years

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

5. Definition of Year of Service

For the purposes of this provision, a paraprofessional shall earn a full year of service if the date of hire is before February 1 of the school year during which the member is hired. Thus, for example, a paraprofessional hired November 1, 2015 shall earn a full year of service credit for the 2015/16 school year. Thereafter, for each school year employed, the paraprofessional shall earn an additional year of credit.

ARTICLE 5
NEGOTIATIONS PROCEDURES

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

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

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

ARTICLE 6
ABSENCES AND LEAVES OF ABSENCE

A. Paid Time Off (PTO) Allowance

Prior to the effective date of this Agreement all employees were granted 1.05 sick leave days for each month worked (September – June) or 10.5 sick leave days per school year. Beginning with the 2017/18 school year these days will be converted to paid time off (PTO) hours based on the length of the employee's work day as provided in Article 12 (A).

At the beginning of each school year, the employee's "bank" of accumulated PTO hours will be credited with the full allowance for the current school year as outlined in A(1)(a)-(d). PTO hours may be credited during each school year to a maximum of 1,350 hours. If the employee leaves the school system during the school year, proper adjustments or changes will be made for sick leave payments for PTO hours not actually earned.

An employee shall not accumulate PTO hours for any month in which the employee receives pay for less than the majority of the scheduled student days in that month.

Employees who begin the school year after the first student day of school shall have their allowance pro-rated based on the number of remaining working months.

1. All PTO days shall be converted to hours pursuant to the following formula:

Paraprofessionals shall earn 10.5 days (or as prorated above) x the number of hours worked the last full school day of the previous school year.

- i. Paraprofessionals working at the elementary level shall receive for each school year PTO hours in an amount equal to 10.5 x 7 hours or 73.5 hours.
- ii. Paraprofessionals working at the middle school level shall receive for each school year PTO hours in an amount equal to 10.5 x 7.2 hours or 75.6 hours.
- iii. Paraprofessionals working at the high school level shall receive for each school year, PTO hours in an amount equal to 10.5 x 7.25 hours or 76.125 hours.
- iv. Paraprofessionals who work 7.5 hours/day shall receive 78.75 hours for each school year.

2. All regular employees shall be credited with a service accumulation for PTO hours at the end of each fiscal year equal to the number of unused hours in the current allowance for that fiscal year. This service accumulation process may continue during the service of the employee up to a maximum of 1,350 hours. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absences exceed the combined service accumulations and the current allowance to the credit of the employee at the time of the absence.

Paraprofessionals with accumulated days carried into the 2017/18 school year shall have them converted to hours by multiplying the number of days by the number of hours scheduled on the last full school day of the 2016/17 school year.

3. Personal excused absences, without payroll or PTO hours deductions, may be authorized by the Superintendent for affairs relative to community services.

- i. Only under a most unusual condition, except for a day by arrangement permitted by C (3), may PTO hours be granted for the day preceding or following holidays or recesses and the first and last day of the school year. PTO days used as a result of a personal illness, family illness or other similar reasons may be used on those dates. Provided, however, the Human Resources Department may investigate the employees who have a pattern of illness during those days.

4. Each paraprofessional may use one (1) PTO day as a Day by Arrangement ("DBA") that he/she may take during the school year on a "first come first serve basis."

- i. Use of the day must be arranged through the Human Resources Department. Because of the need to ensure continuity in the school year and to meet any need for substitute service, the Assistant Superintendent for Human Resources or designee must approve this day and the number of paraprofessionals who may use a day by arrangement on a given school day during the school year shall be no more than twenty percent (20%) of the total number of paraprofessionals. The days and times set aside for staff development/in-service and the first week of school shall be excluded from use as "day-by-arrangement." Applications must be submitted at least three (3) school days in advance.

- ii. The day by arrangement must be used during the current school year. If the day is not used it shall remain a PTO day. Upon approval from the Human Resources Department or designee, the PTO day will be moved to a DBA in the Absence Management Program.

- iii. Day by arrangement will be charged in full day increments.

- B. Religious Observances – Upon application, an employee will be granted PTO hour equivalent up to five (5) days per school year for religious observances, those which cannot be met at a time other than during the school day. The first two (2) days shall not be charged against the employee's PTO days accumulation. The remaining three (3) days, if used, shall be treated as the use of PTO hours. An employee who requests such a time will identify the holiday(s) and dates on which the holiday will be observed.

C. Donation of Days

1. An employee may voluntarily donate up to sixteen (16) PTO hours to another employee who has expended their accumulated days. The recipient of the donation receives a full day credit based on the recipient's hours worked regardless of the length of the donor's day. These days may only be used for serious personal injury or illness of the employee. The employee must supply doctor's verification of the injury or illness. The application for use of donated PTO and donation forms shall be submitted to the Human Resources Department using the approved form.
2. An employee may receive up to 240 hours.
3. Donated days may not be utilized for day-to-day illness unless related to a specific illness.
4. An employee must have exhausted or have an anticipated absence that will exhaust his/her accumulated PTO hours before utilizing donated hours.

D. Child Care Leave

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

E. Union Business Leave

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

F. Jury Duty Leave

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

G. General Leave

1. A leave of absence without pay of up to a period of one (1) year duration may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.
2. If an employee granted a general leave of absence of three (3) months' duration or less is replaced, it will be on a temporary basis, upon the 91st day the position will be posted as a vacancy.
3. If an employee granted a general leave of absence is replaced, it may be on a temporary or permanent basis. Upon returning from such a leave, an employee may be placed in either a vacancy or the position occupied by the lowest seniority employee if the returning employee possesses the required qualifications and has the ability to successfully perform the duties of the classification to which the employee is assigned.

H. Emergency Leave

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

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

I. Sick Leave of Absence

After acquiring seniority, an employee will be granted a leave of absence for illness for a period of time equal to the number of sick days currently in his/her accumulated bank and days donated pursuant to Paragraph D. If unable to return, the employee shall be granted a leave for up to an additional year. A second full year may be granted at the discretion of the Board.

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

J. Leave Procedures

An employee shall, other than for an emergency leave, apply for a leave of absence in writing and through his/her immediate supervisor for processing through the Human Resources Department as soon as possible, but not less than twenty (20) calendar days in advance of its requested starting date.

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

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

- L. Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated PTO days (210 hours) will, upon voluntary resignation for the purpose of retirement from Birmingham Public Schools, i.e., actual application and acceptance of benefits from MPERS, receive a payment of forty (\$40) for each accumulated PTO day up to a maximum allowable accumulation of 1,350 hours based on Paragraphs (A)(1)(a)-(d).

- M. Attendance Incentive Bonus Program
 - 1. Paraprofessionals who use the equivalent in hours, depending on their assignments, of three (3) or less PTO days per school year, not counting PTO used for religious observance pursuant to Article VI(C)(4); absences resulting from approved school business and/or jury duty pursuant to Article VI(G) shall receive a \$250 payment in the last payroll of the school year.
 - 2. This program is a pilot and will expire at the end of this Contract unless continued in this or a modified format by agreement of the parties.

- N. PTO may be used in 15 minute increments. However, should the employee exceed ten (10) such absences in a ninety (90) days period, the Human Resources Department may review with the employee the reason for such absences.

- O. When the District moves to the reporting of attendance electronically employees will be provided training prior to the implementation of the program.

- P. When a bargaining unit member is absent, the procedures will be as follows:
 - 1. Records absence in the district's Absence Management Program.
 - 2. The absent employee must notify the buildings administrator/supervisor of their absence as soon as possible, but not less than one (1) hour prior to the schools start time on the day of the absence and request a substitute as required.
 - 3. Repeated failure to comply with this provision may result in discipline.

- Q. The district will comply with the mandatory record keeping as prescribed by the U.S. Department of Labor, Fair Labor Standards Act (FLSA) for hourly employees. This record keeping may be done by either paper or electronic means.

ARTICLE 7
DISCIPLINE AND DISCHARGE

The Board shall have the right to discipline or discharge any employee for just cause. An employee so affected, except a probationary employee, may file a grievance protesting the Board's action. A grievance protesting a discharge shall commence at Step 2.

ARTICLE 8
PROBATIONARY PERIOD

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

The Union agrees the Board shall have the unconditional right to terminate a probationary employee, and Article 10, Grievance Procedure and Arbitration, shall not be implemented in such instances.

ARTICLE 9
SENIORITY AND STAFFING

A. Paraprofessional Classifications

1. The following positions are classified within the unit:

Alternative Education Program	Special Education Program
ELL/ESL Program	Community Based Instruction
Career Placement Center	Hall Monitors
Instructional Support	Behavior Intervention Specialist
	Restorative Practice Specialist

2. Should any position be established that is not listed above, the Association will be informed prior to its institution and shall be informed of its classification placement.

B. Layoff & Recall

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

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

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

5. Should a position eliminated be reinstated within one year of its elimination, the staff person reassigned from that position shall be provided the opportunity to return to that position or a similar position. If the position is reinstated by September 30th the return will not require administrative approval. If the position is reinstated after September 30th the principal in the sending and receiving buildings must agree to the return. If two or more paraprofessionals were assigned to that building, the most senior paraprofessional ranked satisfactory in his/her last evaluation will have the right to return. If that paraprofessional waives the right it will be offered to the paraprofessional with the next highest seniority.
- C. An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her first date of hire in a position represented by the Union. Seniority shall not accrue when an employee is on any type of leave of absence, layoff or otherwise is not actively employed, except pursuant to Article 6, Absences and Leaves of Absences, Section J.
- D. Seniority shall be lost and an employee shall be removed from seniority list for the following reasons:
1. If an employee quits or retires.
 2. If an employee is absent without notice for three (3) consecutive work days.
 3. If he/she is discharged.
 4. If he/she fails to return to work from a layoff within the three (3) work days following the date of the written notification of recall to his/her last address on file with the Board.
 5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
 6. If he/she is on layoff for a period of two (2) years.
 7. If he/she materially or deliberately falsifies his/her employment application and this is discovered within his/her first five (5) years of employment.
 8. If he/she falsifies a leave of absence application.
- E. Voluntary Transfer
1. An employee who desires to be considered for a voluntary transfer by the Board shall submit a letter to the Assistant Superintendent of Human Resources within the time limit set out in the posting of the vacancy.
 2. The Board shall notify all employees actively at work of permanent new position vacancies by posting them for five (5) work days.

F. Transfers

1. In filling permanent vacant positions, first consideration will be given to qualified laid off employees or to qualified employees who have applied for the posting. If more than one qualified employee is eligible to be considered for the vacancy, the following factors will be considered in the order listed.
 - i. Performance evaluations.
 - ii. Qualifications: To include demonstrated aptitude, skills, training, ability to work effectively with students and staff, and experience both in and outside of the school district.
 - iii. Attendance and punctuality.
 - iv. Seniority: Seniority will be the controlling factor where an administrator cannot choose between qualified internal applicants for a vacancy.
2. Normally, a voluntary transfer will not be granted if such transfer would result in the employment of a new employee while a qualified employee is laid off.
3. Also, a voluntary transfer will not be granted if the Administration determines such a transfer would not be in the best interest of the school district.
4. In the event an employee is not granted a voluntary transfer, upon submitting a written request the employee will be given the reasons. The parties agree the Administration shall have the right to fill a permanent vacancy by an involuntary transfer.

G. Involuntary Transfers

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

- H. The parties agree final decisions on the assignments, retention, and/or recall of an employee, shall be the right and responsibility of the Board.
- I. Extension of an annual employment period of a particular position will first be offered to the employee in that position. Should that employee not wish to accept the extended employment, it will be posted and awarded to the most senior bargaining unit member who applies and is qualified.

ARTICLE 10
GRIEVANCE PROCEDURE AND ARBITRATION

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

It is agreed that Article 10 shall not be applicable to or be utilized to question, protest, or influence any of the following:

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

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

B. Step One

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

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

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

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

Step Two

If the grievance is not settled, it may be submitted in writing at Step Two to the Assistant Superintendent for Human Resources or his/her designee. The submission of the Step Two grievance shall be within the five (5) days immediately following the issuance of the written Step One disposition. A meeting shall be held within the five (5) days immediately following submission of the grievance. The Step Two disposition of the grievance will be issued in writing within the five days immediately following the Step Two meeting.

The aggrieved employee and a maximum of two (2) Union representatives and a total of up to three (3) Board representatives may be present at the Step Two meeting unless otherwise mutually agreed.

Step Three - Arbitration

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

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

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

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

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

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

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

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

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

ARTICLE 11 HOLIDAYS

A. PAID HOLIDAYS

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

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

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

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

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

ARTICLE 12
WORK SCHEDULES

Working Hours

- A. The number of daily hours to be worked is determined by the Assistant Superintendent for Human Resources Paraprofessionals, exclusive of a lunch period, work seven (7) hours per day at the elementary level and 7.2 hours at the middle and 7.25 at the senior high schools.
- B. The paraprofessional lunch period of thirty (30) minutes shall be duty free. Paraprofessionals who, through mutual agreement with Administration, choose to work during their lunch period, including those who eat their lunch while supervising students at lunch or who are required to respond to events that may occur shall be paid. A paraprofessional may voluntarily waive his/her duty free lunch in exchange for pay or an adjustment in the start or end of their daily schedule.
- C. The work year for all paraprofessionals shall consist of those days when students are present and the first day of school for teachers. All paraprofessionals shall work an additional number of hours per year when students are not in session, not less than three (3) times their normal daily working hours or more than twenty-four (24) hours. For example, if a paraprofessional works 7 hours per day they will work not less than 21 hours per year. Provided, however, beginning with the 2016/17 school year, the Administration may reduce the additional hours by one (1) day (one times the employee's normal daily working hours). The parties will meet and confer prior to the District taking such action. Those hours shall be performed in blocks of time not less than their regular working hours or more than eight (8) hours per day. These hours may be used for professional development or, if professional development is not scheduled, as directed by their building principal or supervisor. When scheduled professional development exceeds their regular daily work hours, they will be notified at least five (5) working days when in session or ten (10) calendar days when not in session in advance. School principals or, in other work locations, the supervisor in charge may authorize additional work days providing that they have some local means at their work locations to pay for such days.
- D. The daily time schedule for paraprofessionals is determined by the building principal. Arrangements will be made to provide reasonable relief time; such relief time will equal ten (10) minutes per day.

ARTICLE 13
INSURANCE PROGRAMS

A. Insurance program for the 2017/18, 2018/19, 2019/20 school years

The Board will provide each eligible paraprofessional who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible dependents pursuant to the following provisions:

1. Pursuant to the Publically Funded Health Contribution Act (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer each October 1 for the following plan year. Paraprofessionals shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any by pre-tax payroll deduction over 20 pay periods. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to the paraprofessional's Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, paraprofessionals may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law.
2. Paraprofessionals electing to forgo health benefits from the District will receive \$2,400 cash in lieu of the health benefit pursuant to Article 13 (A). Payments will be made over 20 equal pays. The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District.
3. For the term of this Agreement paraprofessionals selecting vision and/or dental coverage will pay 10% of the premium.
4. All paraprofessionals shall pay 10% of the premium for Long Term Disability Coverage.
5. New employees hired after July 1, 2011 shall be eligible for single subscriber insurance. After the second year of service the employee is eligible to select any level of coverage.

The District may waive for all affected employees the waiting period for two (2) person and/or full family coverage at any time during the two (2) years.

6. During the first two (2) years, the employee may select either two-person or full family coverage by paying the difference in the premium cost between single subscriber and two-person or full family coverage.

B. Hospital-Surgical-Medical Benefits

1. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the Board. For the duration of this Agreement, a paraprofessional may choose health benefits from the following:

- i. MESSA CHOICES with the \$500/\$1,000 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider or;
- ii. MESSA CHOICES with the \$1,000/\$2,000 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider or;
- iii. MESSA CHOICES ABC plan 1 with the \$1,300/\$2,600 deductible.

The Board will publish plan documents which give details of the benefits available on the District's website.

This coverage shall remain in effect during the duration of this Agreement. Provided, however, the parties have agreed to form and participate in an insurance committee to review health insurance issues beginning in the 2017/18 school year, but no later than October 31, 2017. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining within 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Agreement or other matters relating to insurance.

For the 2017/18, 2018/19 and 2019/20 school years:

For the period July 1, 2017 through December 31, 2018 the parties have agreed to the calculations on employee costs for insurance coverage set forth in Exhibit B. Provided, however, the parties acknowledge and agree that if the amounts calculated are not consistent with the hard cap amounts set by the State Treasurer the employees may have to pay additional contributions towards health insurance spread over the balance of the period January 1, 2018 – December 31, 2018 or receive as a rebate any amounts overpaid by the employee. Should the employee have overpaid they shall receive their payment by January 31, 2018.

Beginning with July 1, 2017 one-half of the 2017 hard cap will be paid by the Board towards insurance costs for the period of July 1, 2017 – December 31, 2017. For the period of January 1, 2018 – December 31, 2018 the hard cap determined for the 2018 plan year shall be paid by the Board toward insurance costs for that plan year. Any balance owing for premiums after the hard cap is applied shall be paid by the employee in 20 equal contributions. Any balance left over from the hard cap after the payment of premium will be contributed by the Board to the employee's HAS or FSA. This formula will be applied to the 2019 and 2020 plan years (January 1 – December 31) of each year.

2. All persons hired on or after September 20, 1994 whose regular work week is thirty (30) hours or more may have Board paid hospital insurance; those working twenty (20) to less than thirty (30) hours will pay one-quarter (1/4) the monthly premium; those working fewer than twenty (20) hours will pay one-half (1/2) the premium.
3. Coverage for an employee shall become effective on the completion of the 89th calendar day of service.
4. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by hospital-surgical-medical insurance elsewhere; for example, by virtue of the employment of the spouse.

5. An employee who is laid off in accordance with Article 9, Section B, or who is on a leave of absence in accordance with Article 6, shall continue to have the Board provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence or for a maximum of nine (9) additional months, whichever occurs sooner.
6. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

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

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

C. LIFE INSURANCE

1. The Board shall, during the term of this Agreement, and following the signing of this Agreement, and at the earliest possible effective date the carrier can provide this coverage, provide all permanent, full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group plan term life insurance coverage, including accidental death and dismemberment in the amount of \$45,000.
2. Coverage for an employee shall become effective on the first day of the month following the completion of 89th calendar days of service.
3. An employee who is laid off in accordance with Article 9, Section B, or who is on a leave of absence in accordance with Article 6, shall continue to have the Board provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continue for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence, or for a maximum of nine (9) months, whichever occurs sooner.
4. An employee whose weekly straight time schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for life insurance coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

D. VISION CARE PROGRAM

For those who choose the traditional plan, the district will continue to offer the Blue Cross Blue Shield of Michigan VSP or similar program which includes an annual eye examination and an annual pair of frames and lenses or contacts.

E. OPTION TO HOSPITAL-SURGICAL-MEDICAL INSURANCE

For the duration of this Agreement an otherwise eligible employee, who is not covered by the application of Article 13, A above shall be granted the option of receiving a yearly stipend of \$2,400 as provided in Article 13, Section A(2), instead of being provided hospital-surgical-medical coverage in accordance with terms of the Agreement. The employee may elect to take all or part of this stipend as a Tax Deferred Annuity (TDA) contribution instead of cash, as paid by the district.

In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in 13, A, above, and the other shall choose this option.

This section (Article 13, E) shall be subject to the procedures, policies and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article 13.

F. DENTAL INSURANCE

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

The Board shall pay the monthly premium obligation for each covered employee and it is agreed that this is the Board's only obligation under this provision. Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article 10 of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

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

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

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

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

Coverage for an employee shall become effective on the completion of the 89th calendar day of service.

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

G. DISABILITY PLANS

1. Short Term Disability:

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

2. Long Term Disability:

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

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

For employees with five (5) years of service with the district and found eligible for long term disability benefits, the district shall provide up to one (1) year of health insurance benefits to the employee, spouse and family without cost to the employee, except for any shortage that would be payable resulting from a shortage in the amount available to cover premium costs from the Hard Cap.

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

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

The carrier and an employee and/or the union shall resolve any problems or differences that may arise between them and Article 10 of the agreement shall not be operative with reference to the resolution of such problems or differences.

3. On the expiration of an employee's PTO and any donated days received by the employee, he/she may request that the one year of health insurance benefits be implemented prior to the employee's eligibility for long term disability benefits. The insurance coverage provided would not extend for longer than one year.
 - i. The request for this coverage may not be made until the ninetieth (90th) calendar day following the employee's first day absent from work.
 - ii. An employee may request the early implementation of this coverage on one (1) occasion throughout their employment in a position covered by this Agreement.

ARTICLE 14
SEVERABILITY

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

ARTICLE 15
ENTIRE AGREEMENT

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

ARTICLE 16
WAIVER CLAUSE

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

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms, and conditions of employment of paraprofessional personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Within thirty (30) days after the parties sign this Agreement, the Board will provide the Association twenty (20) copies. The Agreement will be posted and made electronically available on the district's "I" drive. Prior to this provision being implemented, all members of the Association shall be provided access to the district's current e-mail system.
- C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.
- D. The Board, the Union, and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sex, sexual orientation marital status, or his/her membership and participation or non-membership or nonparticipation in any organization.
- E. An employee shall have the right to examine all the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- F. The Board shall reimburse, at the current IRS rate per mile, an employee who is authorized and required to drive his/her personal car in the course of performing his/her work.
- G. The Board will reimburse an employee for any loss, damage, or destruction of his/her occupationally appropriate and required clothing or personal property while fulfilling his/her duties and assignments, which exceeds ten dollars (\$10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired, and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.
- H. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.

- I. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed-to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.

- J. The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee disability, such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities. In accordance with these principles, the Board will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations. A specific plan of reasonable accommodation proposed by an affected employee and the Association will be considered by the employer. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the ADA and other similar federal and state legislation.

- K. When schools are closed due to inclement weather on days when paraprofessionals are scheduled to work, paraprofessionals will not be expected to report to their closed buildings. Further, when schools are dismissed due to inclement weather, paraprofessionals shall be entitled to leave as soon as the buildings are cleared of students. In the application of this section of the Agreement, a paraprofessional shall not suffer a loss of compensation.

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

- L. Employees may be required to provide medical procedures to students during the school day. Prior to assigning the duty, the administration shall request a volunteer from the paraprofessionals assigned to the program in which that student is attending. If no employee volunteers, the duty shall be assigned. Employees required to perform such duties shall be provided a copy of the student's care plan and if necessary, appropriate training by qualified medical personnel at the start of each school year, prior to students beginning class. The employee may request additional training. The Board will provide legal counsel to the employee if a legal action is brought against the employee providing such service. The Board will maintain adequate liability insurance coverage for employees providing such service.

- M. In accordance with Section 15 of the Public Employment Relations Act, MCL 423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act MCL 141.1401 to 141.153.

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

N. Attendance Program

1. An absence is defined as the failure of an employee to report for work when the employee is scheduled for work. There are two types of absences: excused and unexcused.

The following absences are considered excused:

- i. Absences when sick days or donated days may be used pursuant to Article 6 (C)(1)-(5);
 - ii. Absences permitted as a personal business day pursuant to Article 6 (C)(6);
 - iii. Absences resulting from the use of a day by arrangement pursuant to Article 6 (C)(6)(c);
 - iv. Absences resulting from child care leave pursuant to Article 6 (E);
 - v. Absences resulting from a leave granted pursuant to Article 6 (F), (G), (H), (I), and (J);
 - vi. An employee who does not work the necessary 1,250 hours needed to qualify for a Family Medical Leave Act leave (FMLA), but who provides necessary medical paperwork or other supporting documentation at the commencement of such leave that would otherwise qualify for leave under the FMLA, the leave will be considered an excused absence. The parties acknowledge this provision is a pilot program and will end on the expiration of this Agreement unless extended by the parties.
2. Unexcused absences are those absences not within the definition set forth in (a)(i)-(v) above.
- i. Unexcused absences shall result in the following disciplinary action being taken:
 - 2-3 unexcused absences in a school year – verbal warning
 - 4-7 unexcused absences in a school year – written reprimand
 - 8-10 unexcused absences in a school year – up to a three (3) day suspension
 - 11 or more unexcused absences in a school year – up to discharge

- ii. An employee who has received a verbal warning or greater discipline for unexcused absences shall be required to provide a doctor's note if the reason for the absence is the illness of the employee and the absence is for three (3) or more consecutive days.
- iii. Should discipline be imposed at the written reprimand level or greater, the employee may contest the action through the procedures set forth in Article 10, Grievance Procedure.
- iv. An employee who fails to report to work without providing notification of his/her absence to the AESOP System for three (3) consecutive days shall be considered to have voluntarily terminated his/her employment.
- v. An employee must use all accrued leave time before going unpaid.
- vi. Any unapproved unpaid time off is considered an unexcused absence. Employees who have expended their annual allotment of days and accumulated days pursuant to Article 6 (A) and (B) may request an emergency leave without pay pursuant to Article 6 (I) for the reasons set forth in Article 6 (C) (1)– (4). If additional days are required, the employee may request an extension of the emergency leave or apply for a sick leave of absence pursuant to Article VI (J).

ARTICLE 18
TERMINAL PAY

- A. Paraprofessionals meeting the criteria set forth in this paragraph will receive terminal pay, based on the table below upon retirement, death, or resignation due to illness from the Birmingham Public School District. To qualify for terminal pay, the employee must have been employed for a minimum of fifteen (15) consecutive years with the Birmingham Public Schools, must have worked full time and must be eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive the amounts set forth in Paragraph C. In the event of death, the terminal pay will be paid to the beneficiary of the employee's estate.
- B. Leaves of absence will not count as credit towards the minimum fifteen (15) years of employment, however, may be counted once the 15 years have been achieved. Retirement shall be defined as the discontinuance of employment from the Birmingham Public School District and upon confirmation of the application for retirement benefits from the Michigan Public School Employees' Retirement Fund.

C.

Years of Service	Terminal Pay
15	\$1,500
16	\$1,600
17	\$1,700
18	\$1,800
19	\$1,900
20	\$2,000
21	\$2,150
22	\$2,300
23	\$2,450
24	\$2,600
25	\$2,750
26	\$2,900
27	\$3,050
28	\$3,200
29	\$3,350
30	\$3,500

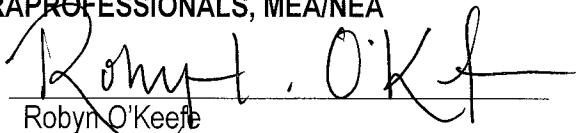
D. Upon retirement from Birmingham Public Schools, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources that he/she is eligible for the retirement terminal pay. The Assistant Superintendent for Human Resources will check the official school records and forward to the employee and to the Finance Manager the results. If an employee is eligible, the Finance Manager will determine the amount of terminal pay and will inform the applicant who shall receive the terminal pay funds through a 403b account.

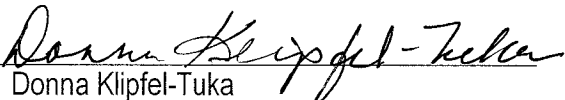
ARTICLE 19
DURATION OF AGREEMENT


This Agreement initially became effective as of August 16, 2017, and shall continue in full force and effect until 11:59 p.m., June 30, 2020. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2020, give written notice of termination.

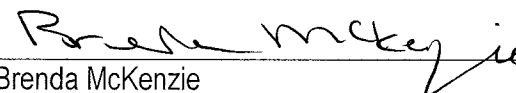
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.


**THE BIRMINGHAM ASSOCIATION OF
PARAPROFESSIONALS, MEA/NEA**

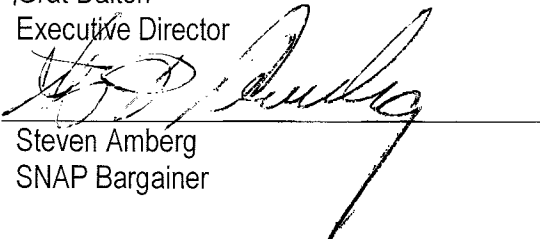
By 
Robyn O'Keefe
President

By 
Donna Klipfel-Tuka
Vice President

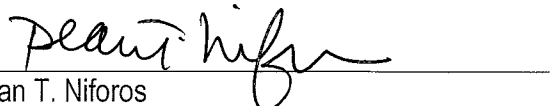
By 
Sandy Lang
Secretary

By 
Brenda McKenzie
Treasurer

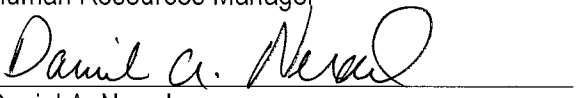
By 
Grat Dalton
Executive Director


By 
Steven Amberg
SNAP Bargainer


BIRMINGHAM PUBLIC SCHOOLS

By 
Dean T. Niforos
Assistant Superintendent for Human Resources

By 
Timothy J. Couto
Human Resources Manager

By 
Daniel A. Nerad
Superintendent

By 
Steve Scheidt
Board of Education, President

By 
Walter Rothschild
Board of Education, Secretary

SCHEDULE A
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2017-2018 School Year

Step 1	\$12.68
*Step 2	\$13.43
Step 3	\$14.18
Step 4	\$14.93
Step 5	\$15.68
Step 6	\$16.43
Step 7	\$17.18
Step 8	\$17.50

Step 8 is increased to \$17.50

All employees will move from their current Step on the 2016/17 salary step to the same Step on the 2017/18 Salary Schedule.

*Highest placement for persons without previous experience as paraprofessionals or teaching experience

Employees with 15 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.40/hour.

Employees with 20 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.65/hour.

Differentials

Employees hired as a Behavior Intervention Specialist or Restorative Practices Specialist shall receive an additional \$3.00 more per hour.

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

Increments

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

SCHEDULE A (1)
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2018-2019 School Year

Step 1	\$12.68
Step 2	\$13.43
*Step 3	\$14.18
Step 4	\$14.93
Step 5	\$15.68
Step 6	\$16.43
Step 7	\$17.18
Step 8	\$17.93

Increase Step 8 from \$17.50 to \$17.93

All employees move one Step except for employees at Step 8, who move to new Step 8.

*Highest placement for persons without previous experience as paraprofessionals or teaching experience

Employees with 15 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.40/hour.

Employees with 20 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.65/hour.

Differentials

Employees hired as a Behavior Intervention Specialist or Restorative Practices Specialist shall receive an additional \$3.00 more per hour.

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

Increments

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

SCHEDULE A (2)
COMPENSATION

PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2019-2020 School Year

Step 1	\$12.68
Step 2	\$13.43
*Step 3	\$14.18
Step 4	\$14.93
Step 5	\$15.68
Step 6	\$16.43
Step 7	\$17.18
Step 8	\$17.78
Step 9	\$18.57

Add Step 9 at \$18.57

All employees move one Step.

*Highest placement for persons without previous experience as paraprofessionals or teaching experience

Employees with 15 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.40/hour.

Employees with 20 or more years of consecutive service as a paraprofessional in the District as of July 1, 2017 will receive longevity pay in the amount of \$.65/hour.

Differentials

Employees hired as a Behavior Intervention Specialist or Restorative Practices Specialist shall receive an additional \$3.00 more per hour.

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

Increments

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

EXHIBIT A

BIRMINGHAM PUBLIC SCHOOLS PARAPROFESSIONAL/PARAEDUCATOR EVALUATIONS

The purposes of the paraprofessional evaluation plan are to:

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

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

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

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

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

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

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

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

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

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

Paraprofessional Evaluation

Evaluation of: _____

Date: _____

Employee's Initials: _____

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

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

Signature of Evaluator

Date: _____

Signature of Paraprofessional

Date: _____

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

And make one copy for the employee.

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

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

EXHIBIT C

**EXHIBIT B
INSURANCE COST
Employee Cost Document for Insurance Plans**

July 1, 2017 through December 31, 2018			
Medical Plan – 29 pays over 18 months			
Monthly Employee Cost Plan	Tier		
	Single	2 Person	Family
ABC	\$32.85	\$126.05	\$114.74
Choices 500	\$77.01	\$225.41	\$238.38
Choices 1000	\$53.53	\$172.58	\$172.64
Dental Plan – 29 pays over 18 months			
Monthly Employee Cost Bargaining Unit	Monthly Employee Cost		
	Single	2 Person	Family
Paraprofessionals	\$2.32	\$4.72	\$8.45
July 1, 2017 through June 30, 2018			
Vision - Blue Cross Blue Shield MI – 20 pays			
Tier	Monthly Employee Cost		
Single	\$0.18		
2 Person	\$0.37		
Family	\$0.61		

Disclaimer: For employees working part time (FTE less than 100%), costs will be adjusted



APPLICATION FOR USE OF DONATED DAYS

_____ voluntarily donates from my accumulated bank of Paid Time Off
(employee name)
_____ hours to _____ for his/her use. I understand the days
donated will be reduced from my accumulated bank. I understand the donation is voluntary and has been
made at the request of the employee and not the school district or the association.

Signature of employee making the donation

Date

**BAP MEMBERS
REQUEST FOR DAYS BY ARRANGEMENT**

Conditions for Days by Arrangement:

1. Each year, PTO equal to one day may be used as a day by arrangement
2. A limited number of people may take such a day on any given date
3. Approval is given on a first received basis
4. The day may NOT be taken during the first week of school or on a staff development in-service day
5. Days by arrangement will be charged in full day increments only
6. If the day is not used it shall revert to PTO and be added to your banked days at the end of the school year
7. Any concerns or questions should be addressed to the Human Resources Department



Name: _____ Date submitted: _____

Building: _____ Date requested: _____

Substitute required: **YES** **NO**

Paraprofessional's signature: _____

Principal/Supervisor signature: _____

Comments: _____

Submit completed form to principal/supervisor a minimum of three (3) school days prior to request date(s)

The principal/supervisor's secretary shall submit the form to Human Resources

Note: absence should be entered into the absence reporting system as soon as possible.

Approved ____ Date _____

Denied ____ Date _____ Reason for Denial: _____

Human Resources Manager _____

2017 - 2018 Birmingham Association of Paraprofessionals Calendar

AUGUST							SEPTEMBER							OCTOBER							NOVEMBER						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5						1	2											1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	22	23	24	25	26	27	28	26	27	28	29	30		
														29	30	31											

DECEMBER							JANUARY							FEBRUARY							MARCH						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
					1	2		1	2	3	4	5	6					1	2	3					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
31																											

APRIL							MAY							JUNE							JULY						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
									1	2	3	4	5						1	2							
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7
8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14
15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21
22	23	24	25	26	27	28	27	28	29	30	31			24	25	26	27	28	29	30	22	23	24	25	26	27	28
29	30																				29	30	31				

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
WORK DAYS	181	1	19	22	18	16	20	15	21	16	22	11
HOLIDAYS	10	0	1	0	2	2	2	0	1	1	1	0

- First/Last day of work
- Non-work/paid day
- Holiday
- Para-optional day
- Non-work day: Elementary & Middle School (Optional day)
- Non-work day: High School (Optional day)