

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF THE CITY OF BERKLEY
AND THE
BERKLEY EDUCATION ASSOCIATION OF PARAEDUCATORS

2010-11
2011-12
2012-13

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PREAMBLE

This Agreement is entered into, effective July 1, 2010, by and between the Board of Education of the School District of the City of Berkley, hereinafter called the " Board", and the Michigan Education Support Personnel Association, hereinafter called the "MESPA, through its local affiliate, the Berkley Education Association of Paraeducators, hereinafter called the "BEAP". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the "BEAP" as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

Recognition

Section 1 The Board hereby recognizes BEAP as the sole and exclusive bargaining representative of all paraeducators, whether under contract, on leave, or on a per diem or hourly basis employed by the Board. Such representation shall cover all personnel assigned to newly created positions of a similar nature which are not principally supervisory and administrative. The Board agrees not to negotiate with or recognize any organization other than the BEAP for the duration of this Agreement.

Section 2 All personnel represented by the BEAP in the above-defined bargaining unit shall, unless otherwise indicated hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II

BEAP/Board Responsibilities

Section 1 The BEAP agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unlawful strike action, as said term is defined by the Public Employment Relations Act, unless the Board refuses to fully implement an arbitration award issued in accordance with this Agreement.

Section 2 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Act.

Section 3 No person or persons shall be discriminated against on the basis of race, gender, creed, color, national origin, marital status, age, handicapped status, or membership in, or association with the activities of the BEAP. The parties will continue to work together to assure equal employment opportunities to all.

Section 4 Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board and the BEAP shall meet, as required, for the purposes of discussing

grievances, Board policies and practices, and problems in regard to this Agreement.

Section 5 In the event criminal or civil proceedings are brought against any employee in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee ultimately is found not guilty, the Board will fully reimburse the employee for legal counsel fees expended. The employee shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

Section 6

- A. A Bargaining Unit Member shall immediately report any incident of assault/injury to his/her immediate supervisor.
- B. In the event of legal action resulting from an incident of assault on an employee, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee is ultimately upheld by the courts in such action, the Board will fully reimburse the employee for legal counsel fees

expended. The employee shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

ARTICLE III

Financial Responsibility

Section 1 Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, join the Association or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

Section 2 Any employee who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, may sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.

Section 3 In the event an employee does not join the Association or pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such Bargaining Unit Member forthwith. The parties expressly agree that the failure of any employee to comply with the provisions of this Article is just cause for discharge from employment.

Section 4 The Association shall in all cases of noncompliance with this Article notify the employee by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Board in the event compliance is not affected.

Section 5 In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with this Article, the Association agrees to defend such action, at its own expense and with its own counsel. The Association agrees that any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct result of the employer's compliance with this Article.

ARTICLE IV

Grievance Procedure

Section 1 A claim by a Bargaining Unit Member, or the BEAP, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by a BEAP representative. The grievance shall be filed within fifteen (15) working days of the violation, misinterpretation, or misapplication.

Section 3 If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the BEAP. A copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the Superintendent or his/her designee.

Section 4 Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the BEAP in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his/her disposition

of the grievance within seven (7) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 5 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) working days of such meeting, or twelve (12) working days from date of filing, the grievance shall be transmitted to the Superintendent, or his/her designee. Within ten (10) working days, the Superintendent, or his/her designee, shall meet with the BEAP on the grievance and shall indicate, in writing, his/her disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 6 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, or twenty-two (22) working days from date of filing, the grievance shall be transmitted to the Board of Education. Within ten (10) working days, the Board of Education shall hold a hearing on the grievance and shall indicate, in writing, its disposition within ten (10) working days of such hearing, and shall furnish a copy thereof to the BEAP.

Section 7 If the BEAP is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If

the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that Judgment thereon may be entered in any court of competent jurisdiction.

Section 8 The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association. It shall be the function of the arbitrator, and he/she shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/She shall have no power to change the legal substance of this Agreement.
- B. He/She shall have no power to establish salary scales.

C. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from this Article.

Section 9 If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

Section 10 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

Section 11 Notwithstanding the expiration of this Agreement, any claim, or grievance arising there under, and in process, may be processed through the grievance procedure until resolution.

Section 12 For the purpose of assisting a Bargaining Unit Member, or the BEAP, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Bargaining Unit Member and/or BEAP representative access to, and the right to

inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the Bargaining Unit Member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

Section 13 A Bargaining Unit Member, who must be involved in the grievance procedure during the work day, shall be excused, with the approval of the Director of Human Resources, with pay for that purpose.

Section 14 If a grievance arises from the action of any authority higher than the immediate supervisor of the Bargaining Unit Member, the BEAP may present such grievance at the appropriate step of the grievance procedure.

ARTICLE V

Working Hours and Compensation

Section 1 The 2010 – 2011, 2011 – 2012 and the 2012 – 2013

BEAP salary schedule is contained in Appendix A of this Agreement. The salary increase is as follows:

2010 – 11: 1.0% to the top step only

2011 – 12: .5% increase guaranteed to entire salary schedule; any additional increment is tied to the final percentage increase to the district's foundation allowance, less 0.5%, capped at an inflation index, if audited fall enrollment is equal to or greater than previous audited fall enrollment FTE number.

- A one-time, off-schedule payment of 1% of each member's annual wages will be paid should the district's audited fund balance exceed 7%.

2012 – 13: salary schedule increment is tied to the final percentage increase to the district's foundation allowance, less 0.5%, capped at an inflation index, if audited fall enrollment is equal to or greater than previous audited fall enrollment FTE number.

Longevity pay shall be paid by June 30th to all eligible paraeducators covered by this agreement who have completed the equivalent of 5 or more years of service as of the paraeducator's anniversary date. If an eligible paraeducator resigns/retires prior to June 30th, their longevity payment will be paid on their last paycheck. The longevity pay schedule is as follows for employees hired prior to the ratification of this Agreement:

6 – 10 Years	\$250
11 – 19 Years	\$350
20+ Years	\$500

For employees hired after August 30, 2010, the longevity pay schedule is as

follows:

10 – 14 Years	\$250
15 – 24 Years	\$350
25+ Years	\$500

Section 2 The days of employment for Bargaining Unit Members shall correspond with student attendance days and will also include Welcome Back Day, initial and last teacher work days, and District PD days. Required attendance beyond these days will be at the discretion of Administration.

Paraeducators who request to work on non-attendance days will provide a list of duties to be performed for Administration approval prior to said day. The list of duties will be identified on a form mutually agreed to by the parties.

Paraeducators are paid for hours worked, holidays, and/or approved paid leave time within that pay period. A pay period shall be the two-week period ending the second Friday prior to the pay date.

Section 3 Hours of work shall be determined by the posting based on the program requirements of each individual position. Notice of a proposed change in hours shall be given to the BEAP President prior to implementation. Should the hours be increased to thirty-five (35)* or more per week, said position shall be posted in accordance with Article VII, Section 1.

*This language will sunset on the expiration date of this Agreement.

A copy of the Personnel Status Form will be sent to the BEAP President.

Section 4 The maximum work schedule per week is forty (40) hours.

Section 5 No member of the bargaining unit shall be required to work an interrupted daily schedule. Exceptions will be negotiated with the BEAP and Administration.

Section 6 When schools are closed to students due to inclement weather, health or safety reasons, or otherwise by an Act of God, Bargaining Unit Members shall suffer no loss of salary. If any such days are required to be "made up" by State of Michigan Law, the employee may be required to work the additional day(s) with no additional remuneration.

Section 7 Each Bargaining Unit Member shall receive an additional eleven (11) days pay based upon his/her regular daily pay as paid holidays for Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Friday before Labor Day, Labor Day, Martin Luther King Day, Good Friday, and Memorial Day. Such additional remuneration will be added to the regular paycheck covering the pay period in which these days are included.

Section 8 When a Bargaining Unit Member substitutes in a bargaining unit position, he/she shall receive his/her hourly wage.

Section 9 The following compensation will be in effect for para-educators who work outside of their normal assignment to participate in out-of-district activities:

- Paraeducators, when requested and agreeing to participate in overnight out-of-district activities, shall receive a daily stipend of twenty-five dollars (\$25) in addition to their regular hourly pay X eight (8) hours/day.
- The stipend shall be increased to one hundred dollars (\$100) or one day's pay, at time and one-half whichever is greater, when participating on a non-school day (i.e., weekend, breaks) which shall be in lieu of any additional compensation.
- Paraeducators who attend a weeklong (M – F) District event will receive a \$140 stipend, in addition to their regular hourly rate of pay X eight (8) hours/day.

Section 10 Upon approval of an administrator, a laid off paraeducator will be invited to district professional development opportunities. Hours attended will be without pay.

Section 11 Should a paraeducator terminate or separate employment from the District prior to the end of the school year, compensation will be pro-rated based on the portion of the school year worked prior to termination or separation from the District, i.e., salary, longevity, etc.

ARTICLE VI **Assignments**

Section 1 The assignments for all members of the bargaining unit are to comply with the established job descriptions covering each of these assignments, as well as any State or Federal legislation, regulations, or guidelines. Any changes within these job descriptions will be negotiated with the BEAP prior to publication and implementation.

Section 2 Paraeducators' service is provided to assist and support the teacher's instructional efforts, and they should receive on-going pertinent information regarding students they work with. Paraeducators may be called on to attend IEP'S and asked to share their insights regarding students they work with. Paraeducators may not originate instruction. Paraeducators may only be assigned to duties related to their job description and within their bargaining unit.

Section 3 Paraeducators work under the direct supervision of certified staff and, therefore, should not be scheduled for duty in the absence of a supervising teacher without specified administrative approval. The exception to the above is, of course, routine absence of the supervising staff person. In this instance, the paraeducator works the normally scheduled time under the supervision of the substitute teacher.

In all cases, paraeducators will be notified of their assignments and

reporting dates no less than one (1) week prior to the opening of school each year, unless there is a need to have a displacement meeting which will take place during the Welcome Back day. If there is a need for a displacement meeting, the Administration and Association shall meet on or before the third (3rd) week in August to determine staffing needs for the displacement meeting. Also, at this time, the Association President shall receive a listing of all assignments.

In addition, no later than the fifth (5th) day for students, the paraeducator shall receive, in writing, their weekly schedule, including the number of hours worked per day.

Section 4 Full-time paraeducators work schedule shall be determined by administration.

Section 5 On those scheduled work days when students are not in attendance (i.e. seminars, last teacher work day, conference days, flip days (where everyone works in the a.m.) etc., paraeducators may be assigned recording, cleanup, materials preparation, or other duties related to positions within their bargaining unit approved by the building administrator.

Section 6 All duties assigned to a Bargaining Unit Member beyond his/her normal assignment shall be paid at his/her regular rate of pay and at one and one-half (1 ½) his/her rate of pay if such duties result in more than forty

(40) hours per week. It is expressly understood that acceptance of all duties beyond the normal assignment is strictly voluntary.

Section 7 No Bargaining Unit Member shall be left in a building alone.

ARTICLE VII

Vacancies, Transfers, Promotions, Reduction, and Recall

Section 1 A vacancy shall be defined, for purposes of this Agreement, as:

- a position previously held by a Bargaining Unit Member
- a newly created position within the bargaining unit
- a position that becomes a thirty-five (35) or more hours/week position, unless said position has been excluded due to specific recommendations regarding student's educational needs as determined by the Board.

Section 2 Seniority shall be defined as length of continuous service within the district as of the Bargaining Unit Member's most recent date of hire. Seniority also accrues if a laid off bargaining unit member substitutes in a continuous assignment for a month or more (see Section 16 of this Article). In the circumstances of more than one Bargaining Unit Member beginning employment on the same date, all Bargaining Unit Members so affected will participate in a drawing that day to determine position on the seniority list. Time while on leave of absence or layoff shall not be counted toward seniority but will not break continuous service.

A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, or is discharged for just cause.

Section 3 For all purposes, classifications shall be defined as follows:

CLASSROOM

NON-CLASSROOM

- 1. General Education:
 - Class Size
 - Head Start
 - Bldg Grant Program
- 2. Title I
- 3. ESL
- 4. Special Education:
- 5. CWBE (Community Work-Based Education)

- 1. Campus Monitor
- 2. Locker Room Monitor
- 3. Marketing (The Bear) Support
- 4. BHS Inst. Computer Support
- 5. District Help Desk/Sp Ed. Tech
- 6. Career Resource Lab

<u>Sp. Ed. Room</u>	<u>Inclusion</u>	
-EI	-EI	(Emotionally Impaired)
AI	-AI	(Autistic Impaired)
-CI	-CI	(Cognitively Impaired)
-LD	-LD	(Learning Disabled)
-PI	-PI	(Physically Impaired)
	-VI	(Visually Impaired)
	-HI	(Hearing Impaired)
	-OHI	(Otherwise Health Impaired)
-ECDD		(Early Childhood Developmental Delay)

Should new programs be established, the Board and BEAP shall mutually agree as to the classification placement of that position.

Section 4 For purposes of this Article, the term "qualified" shall be determined according to the job descriptions as defined in Article VI, Section 1.

Section 5 Whenever a vacancy occurs or is anticipated, the personnel office shall notify the BEAP and a copy of the posting will be sent to the BEAP President. Notice of such vacancy shall be posted in all offices. Also a copy of the

vacancy notice shall be mailed to each laid-off Bargaining Unit Member. A vacancy shall be posted for at least five (5) working days and filled within ten (10) working days of the posting deadline. The ten (10) working day requirement to fill a vacancy will not be applicable if no qualified candidate applies.

However, if the District anticipates the need to displace employees at the end of the school year, all vacancies occurring after June 1st will not be posted and will be considered as open positions for the displacement meeting in August.

Section 6 Vacancies shall be filled in the following order:

- A. Those Bargaining Unit Members who apply, including those laid off or requesting a return from leave, in accordance with qualifications as determined by the posting, file review, case review and seniority. In addition, an interview will be held to provide more information to both parties but the interview will in no event take precedent over the qualifications and seniority of the applicants involved.
- B. Only when no qualified, laid off or current member of the bargaining unit applies for a vacancy may the Board fill a vacancy with a new hire.
- C. There will be a forty (40) calendar day trial period for those Bargaining Unit Members who are in a new position or a new hire,

with an initial evaluation within thirty (30) days.

The Bargaining Unit Member's former position will be staffed by a substitute paraeducator until the evaluation period is over. This situation will be treated differently than the situation referenced in Section 17 of this Article.

Section 7 Any Bargaining Unit Member may apply for a posted position after the satisfactory completion of their probationary period and initial evaluation, which shall be for a period of ninety (90) work days.

Section 8 Applications for transfer shall be made in writing, one copy of which shall be filed with the Human Resources Office and one copy filed with the BEAP. Transfers will normally be considered only in response to postings.

The Board and Association agree there may be a need for an involuntary transfer. Involuntary transfer shall only occur for reasonable and just cause and shall not occur as a disciplinary measure, due to a lack of job performance, as a means of eliminating or removing a position from the bargaining unit or to allow the Board to give the position held to another person. If such a transfer is deemed necessary, the Director of Human Resources shall discuss the proposed transfer with the Association and the employee at least ten (10) working days prior to any actual transfer.

Section 9 If for any reason the Board anticipates a reduction of staff, and/or if the position changes (i.e., hours, location outside of Berkley School Consortium Programs, etc.) it shall notify the Association and the individual(s) involved, in writing, at least ten (10) working days in advance of the scheduled change. An employee whose position has changed may either accept the change or consider himself/herself displaced and follow the procedures of Article VII, Section 10.

Section 10 In the event it becomes necessary to displace an employee(s), the following procedure will be followed:

- 35 hours and up - group 1
- 20 -34.99 hours - group 2
- 1 – 19.99 hours - group 3

This language will sunset on the expiration of this Agreement.

If an employee is displaced, he/she may displace the least senior employee in his/her group as long as he/she is qualified for that position.

if there isn't a position in their group that he/she is qualified to take or he/she is the least senior employee in that group, then the employee may displace the least senior employee in the next lower group as long as he/she is qualified for that position.

if there isn't a less senior employee to displace or if there isn't a position that the displaced employee is qualified to take, then the employee will be laid off.

Section 11 Employees to be laid off will be given no less than seven (7) calendar days notice should that determination be made prior to the opening of school. Should the layoff be necessary during the school year, a minimum of ten (10) working days notice will be required in order to make the layoff effective. If the layoff occurs at the end of a school year, the effective layoff date will be June 30. Note: the Berkley School District has an unemployment "denial period" during the summer months. You may be responsible for paying back any unemployment you receive for the summer months if you are brought back from layoff in the fall.

Section 12 Laid off employees shall be recalled in the reverse order of layoff in accordance with Section 6 of this Article.

Section 13 Recall shall be made by registered mail. An employee receiving recall notice shall be given five (5) days in which to notify the Board of his/her intention to return.

Section 14 Should an employee refuse recall to a position for which he/ she is qualified and the position is at least .75 the number of regular weekly hours of the position from which that employee was laid off, he/she shall be considered to have resigned from the district.

Section 15 All eligible members of the bargaining unit, having completed less than one (1) year of service to the district, if laid off, or had their hours reduced and they lost their benefits, shall receive their insurance benefits at Board expense until the end of the month following the month in which they were laid off. All those laid off following their first anniversary of employment with the district shall receive their insurance benefits at Board expense until the end of the second month following the month in which they were laid off. During said layoff, they may elect to continue insurance benefits by paying the premiums at the Human Resource Office based on group rates for the period allowed by the carrier.

Section 16 An employee that has been released because of layoff or reduced in hours shall, if he/she desires, have priority on the BEAP generated substitute list, according to seniority and qualifications. In addition, if a laid-off Bargaining Unit Member substitutes in a continuous assignment for a month or more (i.e., 20+ work days), he/she will accrue seniority accordingly.

Section 17 A 'temporary" position shall be posted as a permanent position if said position is filled by a substitute for more than 40 (forty) working days. However, in the event that a special circumstance should occur which would require more than the forty (40) working days, the District shall contact

BEAP to review. In the event a temporary position exceeds 40 (forty) work days or if a paraeducator's hours are increased to 30 (thirty) or more to accommodate a temporary position request, the paraeducator shall receive a \$5.00/day stipend.

ARTICLE VIII

Paid Leave Policy

Section 1 Sick leave shall be defined as:

- A. Personal illness, injury or disability.
- B. The illness or injury of a member of the employee's immediate family (spouse, children, parents, parents-in-law, and dependents as defined by "IRS").

Any employee who returns to duty following ten (10) or more consecutive days of illness may be required to submit a written statement from his/her physician certifying the employee's ability to return to his/her duties. The Board reserves the right to require the paraeducator to be examined by a Board designated physician at Board expense.

- C. A central calling service will be maintained for Bargaining Unit Members to contact in case of unavailability for work. The Board will maintain a list of substitutes and will coordinate their placement with the various administrators. Bargaining Unit Members will notify the central calling service at least one hour before school begins unless it is an emergency situation.

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as the Employee's Personal Sick Leave Bank, which may be used for personal illness or injury only (as defined above) shall not exceed two hundred five (205) days in any school year. Employees who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

Section 4 Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother and children, grandparents and grandchildren, brother-in-law, sister-in-law, and any person living

and making his/her home as a member of the paraeducator's household.

- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.

Section 5 Notification of leave shall be filed with the supervisor as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits.
- B. Other employment except with administrative approval.
- C. Social functions.
- D. Travel.
- E. Child Care (except in emergency situations).
- F. Economic gains.
- G. Extension of holidays, vacations, or other school recesses.

Section 6 At the beginning of each school year, each employee shall contribute one (1) day of the foregoing sick leave allowance to a common sick leave bank, to be matched by a Board contribution of one (1) day per Bargaining Unit Member for each school year.

Unused days shall accumulate from year to year. Upon request, a paraeducator who has exhausted his/her personal accumulated sick bank may make withdrawals from the BEAP sick leave bank equivalent to the number of days the paraeducator had in his/her personal sick leave bank at the beginning of the year up to a maximum of 75 days

Section 7 Worker's compensation shall be provided as required by law. In addition, employees drawing worker's compensation benefits may supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave days. Such used leave days shall be charged on a pro-rata basis. Other than as a salary supplement, there shall be no loss of leave days due to an injury on the job.

Section 8 After five (5) consecutive working days of absence due to illness, a Bargaining Unit Member shall, upon request of the Board, furnish a statement from her/his personal physician and/or shall have a medical examination by the Board medical examiner.

Section 9 A Bargaining Unit Member who serves on jury duty shall be reimbursed, on a bi-weekly basis, for the difference between the jury duty stipend and his/her regular Board salary for the days served. A Bargaining Unit

Member, when summoned to jury duty, should respond to such summons and shall not be charged for the days served.

Section 10 Employees engaged in more than one part-time assignment may in no case, exceed the leave allowance as stipulated in Section 3 of this Article.

Section 11 Upon completion of a full work year, each paraeducator using less than two (2) paid leave days during that year shall receive remuneration in accordance with the following formula:

<u>Number of Days Used</u>	<u>Remuneration</u>
Less than 1	\$75*
One day	\$50
Two days	\$25

***OR UNRESTRICTED
PERSONAL DAY WITH PAY TO
BE USED DURING THE
FOLLOWING SCHOOL YEAR**

ARTICLE IX

Unpaid Leaves of Absence

Section 1 The Board, upon written request, may grant a leave of absence, without pay, for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for just cause for a period not to exceed one (1) year.

Section 2 Types of leaves of absence are: illness, military, study, personal business, government and/or professional service.

Section 3 A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year following appointment.

Section 4 The maximum allowance for all purposes shall be two (2) consecutive years. Personal business leaves shall be granted for one (1) year only.

Section 5 Upon written request of the employee, a leave for purposes of maternity, adoption, or child care shall be granted without pay. The employee may be required to present approval from the attending physician that she is

able to continue work or to return to work in the instance of pregnancy and postnatal convalescence. The duration for such leave shall be up to the remainder of the school year in which the leave commences, at the employee's option.

Section 6 Elected or appointed officers of the BEAP shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year.

Section 7 Request for return from leave of absence must be submitted no later than sixty (60) days prior to the date of termination of such leave. Return from leave will be granted to the first available position for which the employee is qualified and is the most senior as defined by Article VII, Section 6.

Section 8 Failure to return from leave of absence to a position for which the person is qualified, that is at least .75 the number of regular weekly hours of the position the Bargaining Unit Member held at the institution of the leave, shall constitute resignation.

Section 9 All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any rolling twelve (12) month period in

accordance with the family and medical leave act (FMLA), prior to the exhaustion of personal leave for reasons which would qualify under the FMLA.

ARTICLE X

Bargaining Unit Member Self-Improvement

Section 1 The parties support the principle of continuing education for Bargaining Unit Members and participation by Bargaining Unit Members in their professional organizations.

Section 2 When an employee seeks to upgrade his/her skills by taking courses or participating in inservice activities (including seminars and conferences) outside of his/her normal workday, he/she will be reimbursed by the Board of Education for their hourly rate times number of hours of the training, fees and materials required to a maximum of \$300 per course and/or inservice. To be eligible the employee must receive prior approval from the Director of Human Resources and provide the district with proof of satisfactory completion. Three thousand dollars (\$3,000) shall be allocated during each year of this Agreement for this purpose and an amount up to one thousand dollars (\$1,000) of any unused funds shall be carried forward from one year to the next. An employee is not eligible for a second reimbursement during the same contractual year until all first requests have been honored and then only to the extent that funds are available. BEAP shall receive notification of all activities regarding this account. Reimbursement of expenses, including salary and mileage, associated with Board required participation in similar activities during the employee's normal workday shall not be charged against this account.

Section 3 The Board shall provide training to each paraeducator whose job entails contact with categorized special education and/or medically fragile students. Nonviolent Crisis Intervention (NCI) training will be required training for all paraeducators. Such training shall occur during normal working hours and not be charged to the employee's personal leave day bank.

Section 4 The Board shall provide two (2) three hour workshops per year for paraeducator professional development. These workshops shall occur on district-wide seminar days and will cover issues/topics that will enhance paraeducator skill/knowledge levels. The District and BEAP shall meet no later than the end of June to plan the workshops for the subsequent school year. The Bargaining Unit Member shall be paid at his/her hourly rate for their attendance at said workshop and shall receive documentation to show they received the specific professional development offered that day. This documentation shall be included in the Bargaining Unit Member's personnel file.

ARTICLE XI

Personnel Files and Employee Evaluation

Section 1 A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial employment, and to have a BEAP representative present at such review.

Section 2 No material of an evaluative nature, originating after the initial employment, shall be placed in a Bargaining Unit Member's personnel record unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Section 3 All paraeducators will be involved in performance reviews at least once every three (3) years. Such reviews can commence and end at any time during a twelve-month period. Following a conference with the administrator responsible for his/her assignment, each paraeducator will participate in one of the evaluation levels as determined by the administrator.

- A. Paraeducators who demonstrate effective performance will develop goals, with the administrator, that can be evaluated by observation of related performance objectives.
- B. Paraeducators who demonstrate satisfactory performance, but are in need of improvement in specific areas, as identified by the administrator, will establish, under the direction of the administrator, specific performance objectives that address the identified areas of concern. Such objectives may require specific in-service activities to take place during normal working hours.
- C. Paraeducators whose performance is identified at any time, through administrative established documentation, as unsatisfactory by the administration will be placed on a Plan of Assistance.

The Plan of Assistance will include the following:

- Identify area(s) of improvement.
- Description of responsibilities and objectives to be met by the paraeducators
- Plan for administrative support
- Have defined timeline for review of and evaluation of progress

- Options to consider if BEAP member is not successful

Paraeducators are entitled to have representation at a Plan of Assistance meeting. It is the responsibility of the paraeducator to arrange for said representation.

- D. Failure to provide written documentation shall be conclusive evidence of satisfactory performance.

Section 4 A Bargaining Unit Member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory and/or disciplinary action is contemplated and shall be entitled to have a BEAP representative present.

Section 5 No employee shall be disciplined, reprimanded, demoted or discharged, without just cause. Such determination to be subject to the grievance procedure up to and including binding arbitration.

ARTICLE XII

Insurance

Section 1 Bargaining Unit Members employed thirty (35) hours or more per week shall receive their choice of the MESSA-PAK Plan A or Plan B insurance benefits as described below up to and including full family coverage fully paid by the Board.

Plan A

MESSA CHOICES with \$10/\$20 Rx.

MESSA Term Life in the amount of thirty thousand dollars (\$30,000) with AD and D.

MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

MESSA/Delta Dental Insurance with fifty percent (50%) Class I and fifty percent (50%) Class II coverage, one thousand dollars (\$1000) maximum per person per year and including internal and external coordination of benefits.

Plan B

MESSA Term Life in the amount of thirty thousand dollars (\$30,000) with AD and D.

MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

MESSA/Delta Dental Insurance with fifty (50%) Class I and fifty percent (50%) Class II coverage, per year and including internal and external coordination of benefits.

A Tax Deferred Annuity payment of eighty-five dollars (\$85) per month through a Section 125 plan.

Section 2 The Board shall provide a MESSA term life policy (including AD & D) of thirty thousand dollars (\$30,000) to each Bargaining Unit Member.

Section 3 The Board shall provide up to and including a full family MESSA/Delta Dental Insurance plan to all Bargaining Unit Members. The coverage shall be fifty percent (50%) Class I and fifty percent (50%) Class II, one thousand dollar (\$1,000) maximum per person per year including internal and external coordination of benefits.

Section 4 The Board shall provide full family MESSA Plan VSP-2 Vision Insurance to all Bargaining Unit Members employed twenty (20) or more hours per week.

Section 5 Bargaining Unit Members who are not employed thirty (35) hours or more per week will have the ability to purchase health benefits at the amount determined by MESSA each year.

ARTICLE XIII

Association Rights

Section 1 The BEAP and its representatives shall have the right to use district buildings at no cost and at all reasonable hours for meetings and to transact official BEAP business which does not interfere with the assigned functions of the regular program and in compliance with Board facility usage.

Section 2 Bulletin boards and other established means of communication shall be made available to the BEAP and its members.

Section 3 BEAP members shall have the right to distribute BEAP material to other Bargaining Unit Members via interschool mail and/or the district's e-mail system so long as such distribution does not interfere with the normal operation of the work area or his/her job performance.

Section 4 The BEAP members shall be permitted to use Board equipment, including computers, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use. The BEAP shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 5 Whenever the president of the local affiliate of the BEAP or his/her designee is mutually scheduled, upon approval of the Director of Human Resources, during working hours, to participate in conferences, meetings or negotiations, he/she shall suffer no loss of pay and, when necessary, substitute service shall be provided.

Section 6 The rights granted herein to the BEAP shall not be granted or extended to any other competing labor organization.

Section 7 The Board agrees to furnish to the BEAP, in response to written requests, all public information concerning the financial resources of the District. The Board also agrees to provide the BEAP such information as may be necessary for the BEAP to process any grievance or complaint.

Section 8 The BEAP shall be given, upon authorization of the BEAP President, fifteen (15) days release time to be utilized for attendance at association and professional activities. Any released time requested beyond these fifteen (15) days shall be subject to the approval of the Superintendent and the cost for any necessary substitute for the additional release time beyond fifteen (15) days will be assumed by BEAP.

ARTICLE XIV

Miscellaneous

Section 1 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the BEAP for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color 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 Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the BEAP, his/her participation in any activities of the BEAP or collective 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.

Section 2 Nothing contained within this Agreement shall be construed to deny or restrict any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or other applicable laws and regulations.

Section 3 The BEAP recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Section 4 In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Section 5 The Board's adopted rate per mile will be paid to each Bargaining Unit Member required to drive in the course of his/her employment. In no case, however, shall that rate be less than the rate as established by the Internal Revenue Service at the time of payment.

Section 6 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all Bargaining Unit Members now employed, or hereafter employed, by the Board. The BEAP shall be provided with fifty (50) copies, at no charge, for its use.

Section 7 A central calling service will be maintained for Bargaining Unit Members to contact in case of unavailability for work. The Board will maintain a list of substitutes and will coordinate their placement with the various administrators. Bargaining Unit Members will notify the central calling service at least one hour before school begins unless it is an emergency situation.

Section 8 A five percent (5%) discount will be given to any BEAP member using district pre-school and/or latchkey child care services.

ARTICLE XV

TERMINAL PAY

The District will pay each paraeducator \$1.00 per hour for every sick hour in their personal sick leave bank, upon retirement, if the paraeducator provides notice to the District at least sixty (60) calendar days prior to retirement. For severance purposes only, paraeducators will be paid the amount of hours in their sick leave bank, not to exceed 1,000 hours.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of August 31, 2010 and shall continue in effect through August 30, 2013. Negotiations between the parties shall begin no less than sixty (60) days prior to the contract expiration date.

Berkley Education Association of Paraeducators

Date

Berkley School District

Date

Paraeducator Negotiating Team:

Kim Edwards
Kathy Moir
Deb Olevnick
Susie Oswald
Sheri Sienkiewicz
Paula Weiser

Berkley School District Team:

Lawrence J. Gallagher
Vince Gigliotti
Dennis McDavid
Jeff Montgomery
Michael Ross
Sandie Schiller

**BERKLEY SCHOOL DISTRICT
PARAPROFESSIONAL SALARY SCHEDULE**

APPENDIX A

2010-2011

Year	A 0-10	B 20-Nov	C 21-30	D 30+ Sem hours <u>OR Para Certificate</u>
<u>Exp</u>	<u>Sem hrs</u>	<u>Sem hrs</u>	<u>Sem hrs</u>	
0	12.94	13.57	14.25	14.97
1	13.44	14.14	14.85	15.57
2	13.99	14.66	15.41	16.21
3	-----	15.42	16.04	16.82
4	14.13*	-----	16.85	17.50
5	14.13*		-----	18.40 -----

The 2010-2011 salary schedule has been established in accordance with Article V, Section 1 of the BEAP Agreement.

-----Indicates the last step of the new schedule structure

*Individuals on these steps will have their salaries frozen (red-lined) until either they advance to another track or the last step of the track they are on catches up with their salary.

BERKLEY SCHOOL DISTRICT 2010-2011 SCHOOL CALENDAR

August 30	Monday	Teachers' Work Day
Aug 31-Sept 2	Tues/Thur	Teachers' Professional Development Day
September 7	Tuesday	Students' first ½ day – Teacher Plan ½ day
September 9/10	Thur/Fri	No School
October 20	Wednesday	High School Evening Conferences
October 21	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 27	Wednesday	Middle School Evening Conferences
October 28	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
October 29	Friday	½ Day Students – ½ Records
November 3	Wednesday	Elementary Evening Conferences
November 4	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 24	Wednesday	No Students - ½ Day PD Teachers – ½ Day Comp
November 25/26	Thurs/Fri	No School – Thanksgiving
December 20-31		Winter Break – No School
January 3	Monday	Classes Resume
January 17	Monday	MLK Day – No School
January 19-21	Wed/Fri	High School ½ Day – Final Exams
January 21	Friday	½ Day Students – ½ Records
February 21-25	Mon/Fri	Mid-Winter Break – No School
February 28	Monday	Classes Resume
March 16	Wednesday	Middle School Evening Conferences
March 17	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
March 23	Wednesday	High School Evening Conferences
March 24	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 30	Wednesday	Elementary Evening Conferences
March 31	Thursday	Elementary ½ Day Afternoon & Evening Conferences
April 1	Friday	No Students ½ Day PD Teachers – ½ Day Records
April 4-8		Spring Break
April 11	Monday	Classes Resume
April 22	Friday	No School
May 11	Wednesday	Middle School Students ½ Day – 5 th Grade Orientation
May 27	Friday	No Students ½ Day PD - ½ Day Comp Day
May 30	Monday	No School – Memorial Day
June 13-15	Mon/Wed	High School ½ Day – Final Exams
June 15	Wednesday	½ Day Students (Last Day) – ½ Day Records
June 16	Thursday	Teachers' Last Day

BERKLEY SCHOOL DISTRICT 2011-2012 SCHOOL CALENDAR

August 29	Monday	Teachers' Work Day
Aug 30-Sept 1	Tues/Thur	Teachers' Professional Development Day
September 6	Tuesday	Students' first ½ day – Teacher Plan ½ day
September 29/30	Thur/Fri	No School
October 19	Wednesday	High School Evening Conferences
October 20	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 26	Wednesday	Middle School Evening Conferences
October 27	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
October 28	Friday	½ Day Students – ½ Records
November 2	Wednesday	Elementary Evening Conferences
November 3	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 23	Wednesday	No Students - ½ Day PD Teachers – ½ Day Comp
November 24/25	Thurs/Fri	No School – Thanksgiving
December 19-January 2		Winter Break – No School
January 3	Tuesday	Classes Resume
January 16	Monday	MLK Day – No School
January 18-20	Wed/Fri	High School ½ Day – Final Exams
January 20	Friday	½ Day Students – ½ Records
February 20-24	Mon/Fri	Mid-Winter Break – No School
February 27	Monday	Classes Resume
March 14	Wednesday	Middle School Evening Conferences
March 15	Thursday	Middle School ½ Day – Afternoon & Evening Conf
March 21	Wednesday	High School Evening Conferences
March 22	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 28	Wednesday	Elementary Evening Conferences
March 29	Thursday	Elementary ½ Day Afternoon & Evening Conferences
March 30	Friday	No Students ½ Day PD Teachers – ½ Day Records
April 2-6		Spring Break
April 9	Monday	Classes Resume
May 9	Wednesday	Middle School Students ½ Day – 5 th Grade Orientation
May 25	Friday	No Students ½ Day PD - ½ Day Comp Day
May 28	Monday	No School – Memorial Day
June 11-13	Mon/Wed	High School ½ Day – Final Exams
June 13	Wednesday	½ Day Students (Last Day) – ½ Day Records
June 14	Thursday	Teachers' Last Day