

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

**2016-17**  
**2017-18**  
**2018-19**

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## **PREAMBLE**

This Agreement is entered into, effective September 12, 2016, 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** The Board agrees to continue its policy of not discriminating against any para-educator on the basis of race, religion, color, national origin, sex, sexual orientation or transgendered identity, age, marital status or family status, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively "Protected Classes"), or membership or participation in, or association with the activities of any para-educator organization in the hiring or placement of para-educator personnel.

**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 Responsibilities**

**Section 1** Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every employee shall have the right to organize or choose not to organize, to join or choose not to join, and to support or choose not to support the Association for purposes of collective bargaining.

### **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 ten (10) 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 ten (10) 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 ten (10) working days of such meeting, the grievance shall be transmitted to the Superintendent, or his/her designee. Within ten (10) working days of receipt of the grievance, 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, 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 School and 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 2016-17 BEAP salary schedule is contained in Appendix A of this Agreement. For new employees hired on or after 7/1/2013, there will be a Tier Two Salary Schedule which reflects a five percent (5%) salary reduction and that salary schedule is contained in Appendix A-1.

The salary increase is as follows:

For each year of this Agreement, should the audited Fall count in each of the respective years be equal to or greater than the audited Fall count for the previous fiscal year (inclusive of the district's shared time Fall counts) the Salary Schedule will be adjusted to reflect the "true, net" percentage increase to the District's state school aid foundation allowance from the previous school year's, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The "true, net" percentage increase will be defined and calculated by determining and considering the state aid funding components the Michigan state legislature utilizes to arrive at the foundation allowance increase. *For example, if the district receives a gross \$75 per pupil (PP) increase to the foundation allowance in a given year but the state reallocates a portion(s) of the district's existing state funding (Best Practices revenue goes from \$50 in 2014-15 to \$20 in 2015-16), the Salary Formula calculation will utilize the true, net increase to the foundation allowance of \$45 (\$75 increase less \$30 pp reduction to BP funding).* The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. Should an adjustment(s) happen to the District's official foundation allowance during any year of this agreement, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the 2015-16 schedule.

In 2016-17, all members on steps will receive an off grid payment of \$100 on or before December 31, 2016. For those members not on steps, they will receive an off grid payment of \$200 on or before December 31, 2016.

For the 2016-17, 2017-18, and 2018-19 school years:

Step movement:

Para-educators will move up a partial/full step should the district's "true, net" per pupil foundation allowance for the current year increase according to the following schedule:

<u>True, Net PP FA Increase</u>	<u>Step Movement</u>
\$50-74	¼ step
\$75-99	½ step
\$100- \$124	¾ step
\$125+	1 full step

Determination of step movement will be recognized when the true, net increase to the district's foundation allowance is finalized by the state legislature. Once known, the district will publish the salary grid as well as any partial steps that may be recognized based on the above formula. Final step placement, on full or partial steps as determined by this provision, will constitute the para-educator's beginning step placement point for the following school year.

Enrollment Sharing

For the 2016-17 school year of this Agreement, should the district's audited Fall count of that school year exceed the audited Fall pupil count of the previous school year, the District shall pay each para-educator, one-time, off grid, a percentage of the employee's base salary, based on the following formula:

<u>Current school year Fall audited FTE count &gt; previous Fall by grid payment</u>	<u>One-time, off</u>
100-149 student FTEs	0.50 %
150-199	0.75%
200+	1.00%

Fund Balance Sharing – For each year of the Agreement, the District shall pay each member 1% of their current salary, one time, off schedule, should the district’s audited uncommitted fund balance figure equal or exceed 7%. Timing of the payment will occur after the previous year’s financial audit is complete and will be made to all members who were on the payroll at the end of the previous school year.

The District will continue to honor the Para Certification if obtained through a district-recognized institution/program.

Longevity pay shall be paid by June 30<sup>th</sup> 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 30<sup>th</sup>, 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 specific duties will be identified on a form mutually agreed to by the parties found in Appendix C. 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**

a. 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 (30) or more per week, said position shall be posted in accordance with Article VII, Section 1. A copy of the Personnel Status Form will be sent to the BEAP President.

Employees will be provided with an unpaid 15 minute relief period in the morning or afternoon scheduled in coordination with the student's lead teacher/immediate supervisor and at an appropriate time to student learning. This additional time will not be used to calculate the number of hours worked

toward benefit eligibility.

b. Positions that service students with IEPs provided that the students with IEP's are eligible for Extended School Year (ESY) services, may have summer work responsibilities. The member(s) who is assigned to these positions will have the right to accept the summer work first. In the event the member is unable to work in the summer, these hours will be posted to the membership and the most senior applicant with prior successful experience with the student population being served will be awarded the summer work.

**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 Year's Eve Day, New Year's 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. In order to qualify for holiday pay, employees must have worked the scheduled work day before and the first scheduled work day after the holiday unless there was an extraordinary emergency situation. In this situation, the employee shall submit a request to the Director of Schools and Human Resources for his/her consideration. The decision of the Director of Schools and Human Resources shall be final.

**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 thirty dollars (\$30) in addition to their regular hourly pay X eight (8) hours/day.
- The stipend shall be increased to one hundred twenty dollars (\$120) 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 three hundred fifty dollar (\$350) stipend, in addition to their regular hourly rate of pay X 65 hours/week.

**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.

**Section 12** The District shall provide the appropriate equipment for para-educators to fully execute their duties in the classroom. In addition, the District shall provide a twenty dollar (\$20.00) monthly stipend for the use of personal cell phones for para-educators whose duties take them away from school on a routine basis.

## 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. The District will consult 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 in June prior to the last day of school. If there is a need for a Displacement meeting, the Administration and Association shall meet on or before the first (1<sup>st</sup>) week in June 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 one week after the last day of school, the paraeducator shall receive, in writing, their weekly schedule, including the building, teacher, room number and the start/end times.

**Section 4** Para-educator's 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 on the form in Appendix C.

**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 (30) 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:

<b>CLASSROOM</b>	<b>NON-CLASSROOM</b>
1. ELL	1. Campus Monitor
2. Special Education	2. Marketing (The Bear) Support
*General	3. Transportation
VI	
HI	
Captionist	

\*Paras assigned to Special Education General will be assigned to support any special education needs within the school as determined by the building principal and Director of Student Services. The District reserves the right to assign a para with a prior history of an HI, VI, or Captionist position to fill a respective District need.

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** Postings that occur after the June Staffing meeting and prior to the start of school will be posted. The Human Resource office shall

notify BEAP members 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.

Vacancies that occur after the first day of the school year will also be posted. Members may only change positions once per school year. This requirement may be waived by mutual agreement of the parties.

**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 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. Trial Period - There will be no more than a twenty (20) work day trial period for those Bargaining Unit Members who are in a new position after the start of the school year.

The Bargaining Unit Member's former position will be staffed by a substitute para-educator until the evaluation period is over. (This situation will be treated differently than the situation referenced in Section 17 of this Article.) During the Trial Period, the member may exercise his/her right to return to their previous position. In such cases where it is determined by the supervisor that the employee is unsatisfactory in the new position, the supervisor shall prepare a written statement giving the reasons by the employee is not qualified. A copy of the statement shall be given to the Bargaining Unit Member, and the Association President, and the Bargaining Unit Member shall be returned to his/her former position. The decision of the supervisor shall be final and not subject to the Grievance procedure, but the Bargaining Unit Member may appeal this decision to the Director of Schools and Human Resources.

**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:

- 30 hours and up - group 1
- 20 -29.99 hours - group 2
- 1 – 19.99 hours - group 3

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 (health (if applicable), vision and dental) 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").

**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, son-in-law, daughter-in-law, 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 of employment.

**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 child care shall be granted without pay. 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 seventy-five percent (75%) the number of regular weekly hours of the position the Bargaining Unit Member held at the time of the leave, shall constitute resignation.

**Section 9** The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all employees that request it for the following purposes: birth/care of child; adoption; serious health condition of the employee; care of a member of the immediate family with a serious health

condition and certain qualifying exigencies permitted under FMLA when the employee's spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Maternity leave will run concurrently with FMLA, however, the employee may use paid leave, if days are available in their sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this Section, immediate family shall be defined as it is in the Federal Law governing this provision

## **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 in-service 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

in-service. 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 unique or specialized training. Nonviolent Crisis Intervention (NCI) training will be required training for all paraeducators. The Director of Student Services will assess and determine paraeducator professional development in these areas quarterly. 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 make every attempt to meet on or before August 1 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, which 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 (30) 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 subject to the annual amounts toward the total cost of the MESSA plans the District will pay as noted below for those Bargaining Unit Members who are currently in benefit positions. Once the members vacate these positions, the Board will only offer single subscriber coverage.

#### **Plan A**

Choice between MESSA CHOICES \$1,000/\$2,000 in-network deductible (\$2,000/\$4,000 out-of-network deductible), \$2,000/\$4,000 in-network deductible (\$4,000/\$8,000 out-of-network deductible) deductible, \$20 OV and Saver Rx or MESSA ABC Plan 1

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

NVA Option 2 Vision Insurance including internal and external coordination of benefits.

ADN Insurance with one hundred percent (100%) Class I and eighty percent (80%) Class II and III coverage, one thousand dollars (\$1000) maximum per person per year, including internal and external coordination of benefits.

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

#### **Plan B**

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

NVA Option 2 Vision Insurance including internal and external coordination of benefits.

ADN Insurance with one hundred percent (100%) Class I and eighty percent (80%) Class II and III coverage, one thousand dollars (\$1000) maximum per person per year, including internal and external



coordination of benefits.

The District shall pay the annual amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding for each plan year:

These annual District paid amounts shall adjust annually beginning on October 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

At the member's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to each member's HEQ HSA. One-half of the amount shall be paid on the first business day in January and the other half on July 1<sup>st</sup> each year. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Members may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

For example, those members selecting the MESSA ABC Plan 1, the District will allow for the adjustment of their contribution amounts toward their individual health savings account. This would allow for flexibility and the ability for staff members to react to "Qualified Life Event Changes" as well as to accommodate for the difference in the medical plan year (July 1) and the deductible calendar year (Jan. 1), among other potential beneficial reasons to allow for these quarterly changes.

The remaining annual cost for the member's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the member and will be payroll deducted in equal bi-weekly amounts through a qualified 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 ADN Dental Insurance plan to all Bargaining Unit Members. The coverage shall be one hundred percent (100%) Class I and eighty percent (80%) Class II and III, 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 NVA 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 (30) 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 their own mailbox in their building and 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 their own mailbox in their building and 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** Bargaining Unit Members must report their absences from work per the designated reporting process (i.e. AESOP) at least one hour before school begins unless it is an emergency situation. The Board will maintain a list of substitutes and will coordinate their placement with the various administrators.

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

**Section 9** A five (5%) percent discount will be given to any BEAP member who takes a class through Berkley's Community Education program (BCE).

**Section 10** A twenty (20%) percent discount will be given to any BEAP member using the BHS Fitness Center.

**Section 11** An emergency manager appointed under the Local Government and School District fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

## **ARTICLE XV**

### **RETIREMENT PAY**

The District will pay each paraeducator \$3.00 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.

Upon retirement (under provisions of the Michigan Retirement Act) with a minimum of fifteen (15) continuous years in the school district, said employee shall receive a severance payment equal to one percent (1%) of the minimum base salary of his/her position times the number of years of service in the Berkley School District. Said payment will be provided to the employee in June via a 403b account.



**ARTICLE XVI**

**Duration of Agreement**

This Agreement shall be effective as of August 31, 2016 and shall continue in effect through August 30, 2019. 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  
Sheri Sienkiewicz  
Chris Alpert  
Denise Barnett  
Pamela Parkinson

**Berkley School District Team:**

Lawrence J. Gallagher  
Christopher Sandoval  
Michael Ross  
Vince Gigliotti  
Maribeth Krebiel  
Heather Lackey

## Letter of Agreement

During the 2016-17 school year, the parties agree to meet to discuss and research the feasibility of offering a stipend to purchase health insurance for para-educators who work less than thirty (30) hours per week.

Factors that will be considered include the number of para-educators that would be interested, the financial impact to the district, and what the process may look like.

In the event there is an agreement to provide this benefit, the parties will enter into a Letter of Agreement outlining the process, amount and timeframe.

Agreed,

Agreed,

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Berkley School District

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Berkley Education Association of  
Para-Educators

# Berkley School District

## Paraeducators Salary Schedule - 2017-18 School Year

### Appendix A

Includes 2016-17 Foundation Allowance Formula increase of .6708%

#### Tier One

STEP	A	B	C	D	
	0-10 Sem Hours	11-20 Sem Hours	21-30 Sem Hours	30+ Sem Hours/Para Cert	
	0	13.2	13.85	14.54	15.27
'1/4		13.33	13.99	14.69	15.42
1/2		13.46	14.14	14.84	15.58
3/4		13.58	14.29	14.99	15.73
	1	13.71	14.43	15.14	15.89
'1/4		13.86	14.56	15.29	16.05
1/2		14	14.69	15.44	16.21
3/4		14.13	14.82	15.58	16.37
	2	14.28	14.95	15.72	16.53
'1/4	-----		15.14	15.89	16.68
1/2			15.35	16.05	16.85
3/4			15.54	16.2	17
	3		15.73	16.36	17.15
'1/4		-----		16.56	17.34
1/2				16.78	17.51
3/4				16.98	17.69
	4			17.18	17.86
'1/4			-----		18.09
1/2					18.32
3/4					18.55
	5				18.78

**Tier Two (employees hired after 7/1/13)**  
**(5% salary differential to Tier One)**

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
				<b>30+ Sem</b>	
	<b>0-10 Sem</b>	<b>11-20 Sem</b>	<b>21-30 Sem</b>	<b>Hours/Para</b>	
	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Cert</b>	
	<b>0</b>	12.54	13.16	13.8	14.51
<b>'1/4</b>		12.66	13.3	13.95	14.66
<b>1/2</b>		12.79	13.43	14.1	14.8
<b>3/4</b>		12.91	13.57	14.24	14.95
	<b>1</b>	13.03	13.7	14.39	15.09
<b>'1/4</b>		13.16	13.83	14.53	15.24
<b>1/2</b>		13.3	13.96	14.67	15.41
<b>3/4</b>		13.43	14.08	14.8	15.56
	<b>2</b>	13.56	14.2	14.94	15.71
<b>'1/4</b>	-----		14.4	15.09	15.87
<b>1/2</b>			14.58	15.24	16.01
<b>3/4</b>			14.77	15.39	16.16
	<b>3</b>		14.95	15.54	16.3
<b>'1/4</b>		-----		15.73	16.46
<b>1/2</b>				15.94	16.63
<b>3/4</b>				16.13	16.8
	<b>4</b>			16.32	16.96
<b>'1/4</b>			-----		17.18
<b>1/2</b>					17.41
<b>3/4</b>					17.62
	<b>5</b>				17.84

**APPENDIX B**  
**LETTER OF UNDERSTANDING**

*Dues Deductions*

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be included in the Appendix of that collective bargaining agreement.
  
2. Should a court or administrative agency of competent jurisdiction issue a decision that PA 53 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

Those provisions are:

Article III, Section 2

Any member 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.

Article III, Section 2 (formally Section 3) only the following reference: or authorize payment through payroll deduction

\_\_\_\_\_  
Berkley School District

\_\_\_\_\_  
Berkley Education Association of  
Paraeducators

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX C

## Request to Work Form

*This form must be filled out when requesting to work on days when students are not in attendance and must be submitted to an administrator no less than 24 hours prior to the date(s) requested for approval.*

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date(s) Requesting to Work: \_\_\_\_\_

**Duties and Location:**

\_\_\_ Teacher assigned duties      Location: \_\_\_\_\_

\_\_\_ Student Specific              Location: \_\_\_\_\_

\_\_\_ Other                              Location: \_\_\_\_\_

**Please list the specific assigned duties to be done for the day:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Staff Member Supervising Duties:** \_\_\_\_\_

-----  
-----

**Approval** (to be completed by administrator)

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Reason if Denied: \_\_\_\_\_

**Administrator's Signature:** \_\_\_\_\_

# BERKLEY SCHOOL DISTRICT

## SCHOOL CALENDAR

### 2016-17 School Calendar

August 29-31	Monday-Wednesday	Teachers' Professional Development Days
September 2	Friday	District Closed
September 5	Monday	District Closed - Labor Day
September 6	Tuesday	Students' First Full Day
		Kindergarten & Transitional Kindergarten (TK) - ½ Day
September 7	Wednesday	Kindergarten & Transitional Kindergarten (TK) - ½ Day
October 3-4	Monday - Tuesday	District Closed (Year Round Building Blocks Open)
October 12	Wednesday	District Closed (Year Round Building Blocks Open)
October 19	Wednesday	High School Evening Conferences
October 20	Thursday	High School ½ Day - Afternoon & Evening Conferences
October 26	Wednesday	Anderson & Norup Evening Conferences
October 27	Thursday	Anderson & Norup ½ Day - Afternoon & Evening Conf.
November 4	Friday	½ Day Students - ½ Day Records
November 8	Tuesday	No Students - Teachers' Professional Development Day
November 16	Wednesday	Elementary Evening Conferences
November 17	Thursday	Elementary ½ Day - Afternoon & Evening Conferences
November 23	Wednesday	½ Day Students - ½ Day Teachers
November 24-25	Thursday - Friday	District Closed - Thanksgiving
December 23	Friday	½ Day Students - ½ Day Teachers
December 26-January 3		District Closed - Winter Break
January 4	Wednesday	Classes Resume
January 16	Monday	District Closed - MLK Day
January 25-27	Wednesday - Friday	High School ½ Day - Final Exams
January 27	Friday	½ Day Students - ½ Day Records
February 17	Friday	½ Day Students - ½ Day Teachers
February 20-21	Monday - Tuesday	Mid-Winter Break - Non Attendance Days
March 8	Wednesday	Anderson & Norup Evening Conferences
March 9	Thursday	Anderson & Norup ½ Day - Afternoon & Evening Conf.
March 15	Wednesday	High School Evening Conferences
March 16	Thursday	High School ½ Day - Afternoon & Evening Conferences
March 22	Wednesday	Elementary Evening Conferences
March 23	Thursday	Elementary ½ Day - Afternoon & Evening Conferences
March 31	Friday	½ Day Students - ½ Day Teachers
April 3-7	Monday - Friday	Spring Break - Non Attendance Days
April 13	Thursday	½ Day Students - ½ Day Records
April 14	Friday	District Closed
May 10	Wednesday	Middle School Students ½ Day - Incoming 6 <sup>th</sup> Grade Orientation
May 26	Friday	½ Day Students - ½ Day Teachers
May 29	Monday	District Closed - Memorial Day
June 13-15	Tuesday - Thursday	High School ½ Day - Final Exams
June 15	Thursday	½ Day Students - ½ Day Records (Last Day for Teachers)

## 2017 – 18 School Calendar

August 28	Monday	Teachers' Work Day
August 29-30	Tuesday - Wednesday	Teachers' Professional Development Days
September 1	Friday	District Closed
September 4	Monday	District Closed – Labor Day
September 5	Tuesday	Students' First Full Day
September 6	Wednesday	Kindergarten & Transitional Kindergarten - ½ Day
September 21-22	Thursday - Friday	Kindergarten & Transitional Kindergarten - ½ Day
October 11	Wednesday	District Closed (Year Round Building Blocks Open)
October 12	Thursday	High School Evening Conferences
October 18	Wednesday	High School ½ Day – Afternoon & Evening Conferences
October 19	Thursday	Anderson & Norup Evening Conferences
October 25	Wednesday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
October 26	Thursday	Elementary Evening Conferences
November 3	Friday	Elementary ½ Day – Afternoon & Evening Conferences
November 7	Tuesday	½ Day Students – ½ Day Records
November 22	Wednesday	No Students – Teachers' Professional Development Day*
November 23-24	Thursday - Friday	½ Day Students – ½ Day Teachers
December 22	Friday	District Closed – Thanksgiving
December 25 - January 2		½ Day Students – ½ Day Teachers
January 3	Wednesday	District Closed – Winter Break
January 15	Monday	Classes Resume
January 24-26	Wednesday - Friday	District Closed – MLK Day
January 26	Friday	High School ½ Day – Final Exams
February 16	Friday	½ Day Students – ½ Day Records
February 19-20	Monday - Tuesday	½ Day Students – ½ Day Teachers
March 7	Wednesday	Mid-Winter Break – Non Attendance Days
March 8	Thursday	Anderson & Norup Evening Conferences
March 14	Wednesday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
March 15	Thursday	High School Evening Conferences
March 21	Wednesday	High School ½ Day – Afternoon & Evening Conferences
March 22	Thursday	Elementary Evening Conferences
March 29	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
March 30	Friday	½ Day Students – ½ Day Records
April 2-6	Monday - Friday	District Closed
May 25	Friday	Spring Break – Non Attendance Days
May 28	Monday	½ Day Students – ½ Day Teachers
June 11-13	Monday - Wednesday	District Closed – Memorial Day
June 13	Wednesday	High School ½ Day – Final Exams
		½ Day Students – ½ Day Records (Last Day for Teachers)

\*Teachers PD ½ Day