

MENOMINEE AREA PUBLIC SCHOOLS

MENOMINEE, MICHIGAN

WORKING AGREEMENT

FOR

PARAPROFESSIONAL AIDES

TITLE I READING AIDES

SPECIAL EDUCATION AIDES

HIGH SCHOOL VOCATIONAL EDUCATION AIDES

EFFECTIVE DATE: JULY 1, 2022 - JUNE 30, 2025

Menominee Area Public School District is an equal opportunity employer and will not discriminate on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, or handicap. Persons denied equal opportunity based on these conditions may file a complaint with the high school principal, Menominee Area Public Schools Compliance Coordinator at 906-863-9951 and/or The Michigan Civil Rights Commission, Lansing, Michigan.

TABLE OF CONTENTS

Recognition & Board's Rights	3
I. Sick Leave	3
II. Funeral Leave	5
III. Personal Leave	5
IV. Jury Duty	6
V. Probationary Employees	6
VI. Leave/Absence/Working Conditions	6
VII. Complaints By Employees	8
VIII. Evaluation of Paraprofessional Aides	8
IX. Activity Passes	9
X. Qualifications and Assignments	9
XI. Notice of Vacancies	9
XII. Filling of Vacancies	9
XIII. Holidays	10
XIV. Insurance	10
XV. Duration of Agreement	10
XVI. Annual Longevity	10
XVII. Severance	11
XVIII. Long-Term Disability	11
XIX. Seniority	11
Appendix "A" Salary Schedule	13
Seniority List	14
Advancement of Sick Days. Form	16

WORKING REGULATIONS FOR PARAPROFESSIONAL AIDES

EFFECTIVE DATE: JULY 1, 2022

RECOGNITION

The Board of Education recognizes that these working regulations pertain to those employees hired for student attendance days during the regularly scheduled school year. Part-time refers to those employees working less than 30 hours per five days a week and full-time refers to those employees working 30 hours or more per five days a week as a paraprofessional aide. This includes all Aides funded by Title I and/or At-Risk, Special Education Aides, Vocational (CTE) Aides, and General Education Aides. Employees hired prior to November 17, 2022, will be grandfathered in as 5.75 hours being considered full time.

BOARD'S RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority, under the Michigan Revised School Code or any other law or regulation. All rights, powers, and authority the board had prior to this agreement, are retained by the board.

The Board of Education and/or its representative or designee, reserves the right to determine the number of positions in accordance with the needs of the students, to determine the schedule that employees will work, to hire all employees and to promote, layoff, transfer, discipline or discharge all such employees in accordance with existing law and this agreement.

- I. **SICK LEAVE** – Absence in case of personal illness.
 1. Paraprofessional aides working five hours or more per day absent from duty on account of their own personal illness, shall be paid their hourly salary for their regular assignment for (10) days during any one (1) full school year, beginning with the first day of September. Each of the remaining sick days will be earned on the first day of the remaining months of the school year, accepting when additional sick days have been accumulated in that employee's sick bank. Paraprofessional aides requesting sick leave may have their accumulated leave reduced in full or half-day increments.
 - a. In case of extenuating circumstances, the superintendent may approve an advancement of the school year's sick days. If an advancement is granted, and the employee does not finish his/her year of employment, the used unearned sick leave shall be deducted from the final paycheck. Form must be approved and signed by the district office.
 - b. There will be a bonus incentive of \$100 payable on the last payroll for using 5 or less sick days per school year.

2. Unused sick days will be accumulated to one hundred ten (110) days. An employee retiring from the District who has ten or more years of service with the District and qualifies for retirement with the Michigan Office of Retirement Services will receive forty dollars (\$40.00) for every unused sick leave day they have accumulated. Upon proof of retirement qualification being made to the Superintendent, payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding Special Pay plans. Payout will be over a two year time span in accordance with the Special Pay plan payout option, or one lump sum.
3. An employee's annual sick leave days may be used by the employee for the serious illness of his/her immediate family. Immediate family means the employee's own spouse/partner, child, dependent, parents or parents-in-law. Serious illness means illness that requires the services of a physician.
4. The Superintendent of the Menominee Area Public Schools reserves the right to require proof of personal injury or sickness by a doctor's certificate, when returning from sick leave. The Superintendent may require medical certification at any time to verify that the employee is able to return to work.
5. An employee whose personal illness, as certified by a duly licensed physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board of Education, for the duration of his/her illness, not to exceed one (1) year. Requests for such leave shall be made in writing to the Board of Education. The Board may require medical certification at any time that the employee is able to continue employment.
6. A pool of not more than thirty (30) non-accumulative days will be established each year to be used by paraprofessional aides who have used all other available paid leave. Days may be used from the bank for long-term continuous illnesses, medical operations, or injuries. A committee consisting of two (2) paraprofessional aides and the superintendent will review and make a determination FOR EACH REQUEST MADE to use the sick leave bank. Not all requests may be granted. Probationary employees are ineligible to use the sick bank.
7. When a paraprofessional aide is, or will be, continuously absent from duty for more than three (3) days, at the discretion of the building principal, a substitute aide will be employed after the third day. Exceptions may be made by the building principal when pre-existing or extenuating circumstances require a different course of action, i.e. a caretaker aide whose services are required daily through an IEP or the paraprofessional aide plays an integral role in student programming.

8. No sick leave days shall be accumulated or used for Summer School programs.
9. Accumulated sick days may be exchanged for pay at the paraprofessionals regular pay rate, up to 5 days during the following breaks once 5 years of seniority has been achieved and have a minimum of 40 days in their personal sick bank. These days will NOT count against the para for receiving the bonus incentive in 1b.
 - a. Christmas Break
 - b. Spring Break

II. FUNERAL LEAVE

An employee may be allowed up to four (4) working days per year, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, partner, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparents and grandchildren, or a member of the employee's household, extended family through marriage or other situations approved in advance by the Superintendent or his/her designee. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.

III. PERSONAL LEAVE

1. Regularly employed paraprofessional aides shall be entitled to two (2) days of personal leave per year for their regularly scheduled hours.

The building administrator has the right to deny personal business days if it will disrupt the normal operation of the department in question.

2. Charges for the use of these days shall be at the minimum rate of one-half (1/2) day per time used.
3. Requests for such leave shall be made one week in advance. In case of an emergency the administrator may waive this time limit.
4. These days may not be used to extend holidays or vacations, or used during the first or last day of the school year. The building administrator may consider exceptions to this rule in unique or special situations.
5. Personal leave days not used during a school year may be carried over to the next school year providing the total personal leave days at the beginning of any school year does not exceed four (4). Any days over 4 will be converted into individual sick days.

IV. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Verification of jury duty and payment will be required.

V. PROBATIONARY EMPLOYEES

New employees shall be considered as probationary employees for the first 180 school days of their employment. The probationary period shall be accumulated within not more than twelve (12) working months. He/she shall be entered on the seniority list and shall rank for seniority from their first day of work. Probationary employees shall be subject to discharge with or without cause or notice. Probationary employees shall not have bumping privileges until their probationary period is successfully completed. Probationary employees may be evaluated at any time during their first year of employment.

VI. LEAVE/ABSENCE/WORKING CONDITIONS

1. Leave of Absence: Leaves of absence without compensation may be granted for periods of up to one (1) year. Seniority will be frozen until the employee returns to work. Leave of absence may be used for:
 - (a) Serving any selected or appointed position
 - (b) Maternity leave (in addition to benefits as are otherwise provided by law)
 - (c) Illness leave (physical or mental)
 - (d) Prolonged illness in immediate family
 - (e) Educational leave

A leave of absence request should be in writing and indicate the reason for the leave. Employees will be re-employed following the leave, providing an appropriate vacant position is available.

2. Short-term (day-by-day), unpaid leaves of absence may be granted at the discretion of the employer. Requests should be made through the building principal and to the aide director.
3. Emergency School Closings: Paraprofessional aides will not report on days when school is closed due to emergency conditions. Aides will be paid for the first five (5) days in which school is closed for emergency reasons. In the event of a delay or early release because of weather, employees may work for pay if approved by the supervisor, or work the adjusted student day with no pay for the delay/release time. Emergency days are reserved for half-day or full day cancellations only. If school is closed for additional days, aides will not be paid unless missed days are rescheduled. If missed days are rescheduled, professional aides shall report to work and be compensated for working their regular schedule.

4. Paraprofessional aides who are eligible to work will be paid their hourly rate, for their regular daily schedule, not to exceed the number of student attendance days per school year. Additional days may be scheduled at the discretion of the administrator or according to number seven (7).
5. Paraprofessional aides shall provide the building principal with two (2) weeks notice of their intent to end employment. If the para is rehired, they will be placed at the bottom of the seniority list and will start over at the base pay.
6. Coffee and/or rest breaks: Employees that work at least 3 hours are entitled to break time in the amount of 5 minutes for every full hour worked. Those employees working 5.75 hours or more are entitled to two (2) fifteen (15) minute breaks in a day. This will not exceed two (2) fifteen (15) minute break periods in a day.

Building principal/supervising teachers will set up periods for such breaks.
Coffee and/or rest breaks shall not be used for:

 1. Combining two (2) breaks into one (1) thirty (30) minute period.
 2. "Banking" break time from day-to-day, to:
 - (a) leave work early
 - (b) have a break at a different time during the day
 - (c) request compensatory time off
 3. Building administrators can override #1 and #2 depending on the building's needs.
7. Each employee is allowed a minimum of 4 days beyond student instruction days. These days may be scheduled before the start of the school calendar, after students complete their calendar, or during Professional Development/In Service days held in the middle of the school year. During in-service days, when students are released, all paraprofessional aides shall work their normal schedule. During these days, paraprofessional aides will be actively involved in the specific district or building in-service activity, or they will be provided suitable training or in-service appropriate to their needs as related to their job in the district. They may also work on tasks deemed suitable by their supervisor. This determination will be made by the district or building administrator.
 - (a) During one half day PD day, determined by the Superintendent, all paras will have the opportunity to meet as a group to discuss pertinent issues within their group, and be paid for it.

8. When the student(s) whom the paraprofessional aide is assigned to is absent from school, it is the employee's responsibility to report this to their direct supervisor and/or building principal immediately. The supervisor will determine what duties the employee will perform during the period of the student absence.

If the student(s), whom the paraprofessional aide is assigned to leaves the district, the building principal and/or superintendent will determine if the position is eliminated or reconfigured for the remainder of the school year.

VII. COMPLAINTS BY EMPLOYEES

When differences or complaints arise between employer and any employee, or group of employees, the following procedure may be used within three (3) working days of any occurrence.

1. The employee shall discuss the complaint or problem with their assigned immediate supervisor.
2. If the problem or complaint is not satisfactorily adjusted, or if no decision has been reached within ten (10) days after the original discussion with the immediate supervisor took place, the employee shall submit the complaint in writing, within three (3) additional work days, to the Superintendent, or his/her designee. The employee and the Superintendent, or his/her designee, shall jointly attempt to settle such a complaint. Decisions reached by the Superintendent shall be binding on all parties involved.

VIII. EVALUATION OF PARAPROFSSIONAL AIDES

All paraprofessional aides shall be evaluated a minimum of once every three (3) years. They shall have the opportunity to review each evaluation prior to it becoming a part of their personnel file. In the event that a paraprofessional aide disagrees with any portion of a completed evaluation, he/she may, within ten (10) working days of receipt, attach to said evaluation his/her own statement concerning the area of disagreement.

1. If the building administrator deems a para's evaluation is not satisfactory, it may lead to more frequent evaluations in order to correct inefficiencies.

IX. ACTIVITY PASSES

Activity passes shall be issued to employees covered by this agreement. Passes are to be used only by the designated employee and his/her spouse.

X. QUALIFICATIONS AND ASSIGNMENTS

General qualifications to be used in the hiring of paraprofessional aides:

1. In accordance to the law, in order to work as a Title I para employee, you

must either have an Associates degree or a minimum of a high school diploma along with a passed WorkKeys.

2. Demonstrated proficiency in the content areas or specialized services to which is assigned.
3. Demonstrated proficiency in interpersonal relations and communication skills.
4. Demonstrated ability to maintain the same high level of ethical behavior and confidentiality of information as is expected of fully licensed teachers.
5. Such alternative to the above qualifications as the Board may find appropriate and acceptable.
6. Demonstrated proficiency as required to comply with No Child Left Behind Highly Qualified paraprofessional requirements.
7. If a para is being used in a subbing capacity, the para will be paid at whichever pay rate is higher (parapro wage vs sub wage). Hourly sub pay will be determined by dividing the current sub rate by 7. This needs to be documented so payroll can be adjusted if necessary.

XI. NOTICE OF VACANCIES

The district shall publicize all paraprofessional aide vacancies by posting said vacancy in every building during the school year for not less than five (5) days. When school is not in session, an electronic copy of postings will be sent to all aides via their school email address.

XII. FILLING OF VACANCIES

All paraprofessional aide vacancies will be made available to and filled by current employees based on seniority and qualifications among those who apply. If there are internal applicants, the district reserves the right to hire from a pool of those who apply within the 5 days of the posting. If there are no internal applicants, the district reserves the right to hire from a pool of external candidates using district-established criteria. An employee shall request only one lateral bid within a school year.

1. When a paraprofessional aide position is posted as “Temporary”, and that position is filled by an aide already employed by the district, the time accrued in the temporary position will count towards the aide’s overall district seniority. If the temporary position is not filled by a currently employed aide, the time accrued cannot be used to establish seniority. “Temporary” is defined in number three (3).
2. If a currently employed paraprofessional aide accepts a temporary position, he/she will not have the right to arbitrarily bump into a less senior aide’s position when the temporary assignment ends and results in a loss of hours and/or employment. Currently employed paraprofessional aides in temporary

assignments will be able to apply seniority rights to all new vacancies posted during, or after the completion of, their temporary assignment.

3. Temporary positions will only be considered temporary for up to a maximum of one school year. Temporary positions that are continued without change beyond one school year will become permanent positions. If a newly hired temporary aide's position becomes permanent, seniority will begin to accrue when permanent employment begins.

XIII. HOLIDAYS

All full-time and part-time employees will be paid seven (7) days at straight time, at their regular daily rate, for the recognized holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Monday, and Memorial Day. The employee shall be eligible for this holiday pay only if he/she works their last scheduled work day prior to the holiday, and their next scheduled work day after the holiday. An employee shall not forfeit their holiday pay if absent due to a verified personal illness and or paid sick leave, or if an employee is on Jury Duty, Funeral Leave, or a Personal Business Day.

XIV. INSURANCE COVERAGE

Employees working an average of 30 hours per week may elect to receive single subscriber coverage for health insurance. The cost to the employee would be either the amount above the Single Hard Cap or the amount deemed affordable on an individual basis, calculated per the Affordable Care Act. 2-person or Full Family will be available, but at the employee's own expense.

XV. DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2022 through June 30, 2025.

XVI. ANNUAL LONGEVITY

An annual longevity payment will be made to those employees defined in this contract as full-time. An employee shall qualify for a longevity allowance after ten years of service with the district. The longevity rate shall be thirty dollars (\$30) per year of service, to be added on to the employees annual salary per Appendix A. The employee must submit a request to the business office in writing for the commencement of the longevity payment. The annual longevity payment will be included in the last check of the school year.

XVII. SEVERANCE

An employee who retires after ten years of service to the district shall be eligible to receive fifty dollars (\$50) for each full year of active service to the district.

XVIII. LONG TERM DISABILITY

Once a full time employee has missed work because of an illness or injury for sixty (60) consecutive calendar days, the full time employee will be eligible to

receive long term disability benefits. The benefit will be 66 $\frac{2}{3}$ percent of the daily rate of pay until age 65, with a maximum payment of \$3,000 per month.

XIX. SENIORITY

When a paraprofessional aide chooses to leave one category of employment and moves to another category within the district, the employee will lose all seniority within the paraprofessional aide category. Should the employee return to the paraprofessional aide category, that employee would be placed at the bottom of the seniority list and earn the wages at the base pay.

The only exception would be if the employee were laid off of his/her position as a paraprofessional aide and opted to accept a position in another category within the district until there was a vacancy of a paraprofessional aide for which he/she were qualified. The laid-off employee would have the remainder of the school year when he/she was laid-off plus the following school year in order to be eligible to exercise recall rights.

The District and the Board agree that it shall defend, hold harmless and indemnify the ParaProfessional from any and all demands, claims, suits, individual capacity, or in his/her capacity as agent and employee of the District, providing the basis of the allegations against the ParaProfessional are such that they occurred while the Paraprofessional was acting within the lawful scope of her/his employment. The Board and District shall provide public liability insurance to the ParaProfessional to cover legal expenses in the defense of such claims and payment of judgements resulting from her/his functioning as a ParaProfessional and will reimburse her/him for any portion of such expenses and judgements not covered by insurance.

EMERGENCY MANAGER LANGUAGE - MCL 423.215 (7)

Each collective bargaining agreement entered into between a public employer and public employees under this act on or after March 28, 2013 shall include a provision that allows an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. Provisions required by this subsection are prohibited subjects of bargaining under this act.

For the Paraprofessionals:

For the District:

Mary Chernetski/Date

Superintendent/Date

Stephanie Guay/Date

SALARY SCHEDULE 2022-2024
PARAPROFESSIONAL AIDES
APPENDIX "A"

A. **WAGE & PAYROLL**

Wages will be paid on an hourly basis. Time sheets must be submitted bi-weekly and signed by the immediate supervisor, aide coordinator or building principal.

B. **2022-2023**

NEW EMPLOYEES - Starting wage for new employees will be \$13.25/hr with **no exceptions**.

*New employees will receive retroactive pay of \$.25/hr back to their start date if hired at \$13.00/hr.

<u>2022</u>	<u>2023</u>	<u>2024</u>
\$13.25	\$14.00	Negotiable

CURRENT EMPLOYEES - Retroactive pay raise of \$1.00/hr for all current employees hired prior to July 1, 2022 in addition to their current pay.

*Those with education/experience that have **NOT** been compensated previously with a higher starting wage, will receive an additional raise ranging from \$.30-\$.60/hr depending upon documentation that was provided by Friday, November 4, 2022 as was stated in a para group email.

C. **2023-2024**

*Starting wage for new employees will be \$14.00/hr - **NO EXCEPTIONS**.

*Pay raise of \$.75/hr for all current employees, in addition to their current pay. If a para would benefit from going to the next step, she/he may forego the \$.75/hr raise and take the step instead, this year **ONLY**.

Steps based on seniority will be eliminated.

D. **2024-2025**

Wages are open for negotiations

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

PARAPROFESSIONAL AIDE SENIORITY LIST

* * * 2022-23 SCHOOL YEAR * * *

Number of Years of Service in Menominee through June 30, 2022	Employee Name
24.34 10/6/94	Chernetski, Mary
21.99 9/5/00	Guay, Stephanie
16.39 9/11/00	Hart, Mary
15.79 10/13/03	Starzynski, Molly
12.83 10/28/09	Veker-Eland, Catherine
11.02 11/19/10	Mills, Mary
10.90 9/8/08	Black, Cindy
9.88 10/3/12	Pichette, Jen
7.34 9/20/13	Nutter, Christina
5 9/5/17	VanHese, Pamela
4 9/4/18	Kesti, Stephanie
4 8/28/18	Roubal, Lisa
4 9/4/18	Hower, Stacy
3 5/6/19	Rebbie, Audra
2.93 9/3/19	Chernetski, Elizabeth
2.96 10/14/19	Alguire, Hannah
3 12/3/19	Wilke, Moriah
3 2/10/20	Kakuk, Madison

2 9/1/20	Airi Bayerl
2 9/1/20	Hass, Jennifer
2 9/1/20	Hansen, Addora
2 9/1/20	Malke, Sandy
2 9/1/20	Walker, Kourtney
2 10/26/20	Thronson-Westby, Wendy
2 1/25/2021	Piontkowski, Jennifer
2 3/15/2021	Anders, Mackenzie
.88 8/23/2021	Wundergem, Amy
.87 8/23/2021	Nerat, Heather
.99 8/31/2021	Williams, Charlene
1 8/23/2021	Kartheiser, Carrie
1 8/24/2021	Truesdell, Taylor
.29 3/21/2022	Goffin, Jamie
.34 3/14/2022	Miller, Melissa
.28 4/4/2022	Hubert, Steven
NEW AIDES FOR 2022-23 SCHOOL YEAR	
8/29/2022	Simpson, Brittany
8/29/2022	Diaz, Charline
8/29/2022	Foote, Kimberly
8/30/2022	Schroedle, Ronnell
9/7/2022	Schomer, Kaitlyn
9/15/2022	Provo, Travis

9/19/2022	Myles, Kelly
11/14/2022	Highlen, Hailey
12/12/2022	Dennis-Ruleau, Dawn
01/20/2023	Coburn, Caitlyn
02/07/2023	Anttila, Jonathan
02/15/2023	Pesola, Laurie
2/27/2023	Ortlieb, Jeffrey
Determination of Seniority	
For the Purpose of Determining Seniority	
180 days X 6 = 1080	

ADVANCEMENT OF SICK DAYS FOR PARAPROFESSIONALS

I, _____, agree to have _____ sick days advanced to me out of my remaining 10 annual sick days due to a continuous illness, a medical operation, or an injury starting on ____/____/____. Once my sick days are used for the year, any other sick days taken will be unpaid. Furthermore, if my employment with MAPS is terminated, (by either my choice or by the district) before the end of the school year, I agree to reimburse the district for the total amount of money paid to me for those advanced sick days that were used, but unearned at the time of my termination of employment. This amount will be deducted from my final paycheck.

(signature of paraprofessional)

(date of request)

(signature of superintendent)

(date of authorization)