

# Agreement

between the



and the



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

—  
Covering the negotiated periods:

**July 1, 2023 – June 30, 2026**

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## **AGREEMENT**

This Agreement was entered into this 17<sup>h</sup> day of July, 2023, through June 30, 2026, by and between the BOARD OF EDUCATION OF THE BIRMINGHAM PUBLIC SCHOOLS, hereinafter referred to as the "BOARD," and the BIRMINGHAM ASSOCIATION OF PARAPROFESSIONALS, MEA/NEA, hereinafter referred to as the "ASSOCIATION," desirous of establishing a harmonious collective bargaining relationship between themselves and for the purpose of defining their mutual obligations, do hereby agree as follows:

**ARTICLE 1**  
**RECOGNITION**

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

**ARTICLE 2**  
**BOARD RIGHTS AND SECURITY**

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

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

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

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

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

1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,
2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
3. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.

- C. The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this article.

- D. No lockout of employees shall be instituted by the Board during the term of this Agreement.

**ARTICLE 3**  
**ASSOCIATION AND PERSONNEL RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the parties hereby agree that paraprofessionals shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any paraprofessional in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any paraprofessional with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association likewise agrees that it shall not intimidate or coerce any paraprofessional in the exercise of his/her rights set forth herein or under law.
- B. Nothing contained herein shall be construed to deny or restrict to any paraprofessional rights he/she may have under the Michigan General School Laws or other laws and regulations. The rights granted to a paraprofessional hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to make use of school buildings and facilities in keeping with the rules and regulations of the Board governing the use of buildings and facilities. No paraprofessional shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards which shall be provided in each school building in areas designated for paraprofessional use, such as staff lounges and work rooms, but not in areas open to the public or students. The Board will permit, but cannot assume the responsibility for, delivering notices through its school delivery service for Association purposes. Minutes, agendas and public reports of all School Board meetings will be made available via the District website.

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

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

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

- E. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District that has been made public and such other information which will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, together with such information that may be necessary for the Union to process any grievance or complaint. Also the Union shall provide the Board with such information it has at its disposal.

- F. Paraprofessionals shall be entitled to full rights of citizenship, and no religious or political activities of any paraprofessional or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such paraprofessionals.
- G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, sexual orientation or marital status.
- H. During the term of this Agreement, the rights granted herein to the Association will not be granted or extended to any other organizations claiming to represent a paraprofessional organization.
- I. Board policies which affect paraprofessionals but whose provisions are not covered in this Agreement will be provided prior to the first reading to permit the Association to address the Board of its view of the proposal. The Association may request the opportunity to review and discuss the proposed Board policy only with Administrative staff prior to the first reading.
- J. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the paraprofessionals in the bargaining unit fairly and equally to the extent provided herein and under the law. The terms of the Agreement shall apply equally to all paraprofessionals in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Board after it has satisfied itself that the Association is the choice of a majority of the paraprofessionals in the bargaining unit.
- K. Should the Legislation prohibiting Agency Shop (MCL 423.14) be repealed, amended or otherwise determined to be invalid and such provision be permitted during the term of this Agreement, either party may request to reopen the Contract and bargain over the impact of the repealed or amended language. Provided further should MCL 423.210(1)(b) pertaining to the collection of union dues be repealed, amended or otherwise held invalid, the District shall again permit payment of union dues through payroll deduction upon receiving written authorization from the paraprofessional in accordance with applicable law.
- L. The association will be granted up to ten (10) days release time for a designated association official to conduct necessary association business, as requested in writing, by the Association President. Necessary Association business includes, but is not limited to, the representation of members; attendance at local association or state-wide (MEA) meetings and activities; participation in the grievance/arbitration process and activities of a similar nature. Unless as a result of a scheduled activity, release time may not be used the day before or after a holiday or for activities not related to the interests of the association. The employee who will conduct such business shall notify his/her immediate supervisor sufficiently in advance of the business so that the district realistically has time to obtain a substitute, if necessary.

## ARTICLE 4 COMPENSATION

- A. The hourly compensation rates for employees covered by this Agreement are set forth in Schedule A: 2023-24, 2024-25 and 2025-26 that is attached hereto and made a part hereof. Such compensation schedules shall remain in effect during the entire term of this Agreement.

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

- B. Time and one-half (1.5) the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day, forty (40) hours in one week, and on Saturdays, but overtime shall not be pyramided. Double time the employee's regular hourly rate shall be paid for work on Sundays and holidays.
- C. Salary and other pay for paraprofessionals will be paid and posted by direct deposit, with all payment vouchers provided on-line.
- D. Any employee working outside the paraprofessional job classification (e.g. differential para position, or security) shall be paid based on the current pay rate for that job. A paraprofessional shall be paid an additional \$10 per hour for each hour substituting for a teacher. This hourly rate shall be above and beyond their regularly hourly rate. The following parameters will apply.
- Every effort will be made by an administrator to find a qualified substitute teacher, building substitute or certified teacher to cover a class before a paraprofessional would be assigned to act as a substitute.
  - The classroom teacher is briefly absent or called away for a meeting (ex. IEP meeting) that lasts for at least an hour.
  - A teacher absence of more than a half day cannot be covered by a paraprofessional unless they hold a substitute permit or valid teaching certificate
  - The building administrator has approved the temporary substitute coverage by a paraprofessional after being informed by a teacher of the need for coverage.
  - In cases when the teacher's absence from the classroom goes beyond the expected period, or over an hour, a paraprofessional may need to act as a substitute before administrative approval can be made. A paraprofessional, teacher, and/or administrator may make arrangements for such contingencies in advance.
  - The paraprofessional has submitted the appropriate payroll form indicating the date and time period in which they served as a temporary substitute

**E. Definition of Year of Service**

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



**ARTICLE 5**  
**NEGOTIATIONS PROCEDURES**

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

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

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

**ARTICLE 6**  
**ABSENCES AND LEAVES OF ABSENCE**

**A. Sick/Personal Leave Days/Hours Allowance**

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

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

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

2. Sick Leave Hours shall be accrued pursuant to the following formula. Paraprofessionals shall earn 7-6 days (or as prorated above) x the number of hours worked the last full day of the previous school year.
  - a. Paraprofessionals working at the elementary level shall receive for each school year sick leave hours in the amount equal to 6 x 7 or 42 hours
  - b. Paraprofessionals working at the middle school level shall receive for each school year sick leave hours in the amount equal to 6 x 7.2 or 43.2 hours
  - c. Paraprofessionals working at the high school shall receive for each school year sick leave hours in the amount equal to 6 x 7.25 hours or 43.50 hours
  - d. Paraprofessionals who work 7.5 hours/day shall receive 45 sick leave hours for each school year

Unless otherwise determined by the member, current and banked sick days shall be deducted prior to previously earned PTO days.

3. Personal excused absences, without payroll or sick/personal leave deductions, may be authorized by the Superintendent for affairs relative to community services.

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

#### **4. Sick Leave Days/Hours**

- a. Any sick leave days not used by the end of the year shall be added to the sick leave days available for the following year.
- b. Sick leave days/hours shall be granted for the following reasons:
  - i. Personal illness or injury
  - ii. Serious illness in the immediate family. Immediate family shall mean spouse, child, parent
  - iii. Leave of absence with pay not chargeable against the employee's sick leave allowance shall be granted for:
    - Any administratively directed or suggested initial participation in the Employee Assistance Program
    - Any administratively required medical evaluation
- c. Employees using sick days or donated days shall continue to be provided all District paid insurances.

#### **5. Personal Days:**

- a. Employees Shall Receive **4** Personal Days each year.
- b. Personal Days can be used during workdays or during school breaks. A maximum of 4 Personal Days each year may be used during school breaks or unpaid holidays when a workday is not scheduled, such as, but not exclusive, to Friday before Labor Day, Wednesday before Thanksgiving, Winter, Mid-Winter or Spring Recess.
- c. Personal Day absences shall mean an event or condition that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of a working day or on weekends. Certain types of family obligations, legal commitments, circumstances related to professional growth, additional religious holidays, inclement weather conditions prevailing at the residence area of the paraprofessional and emergencies are considered to be justification for the utilization of the personal business leave.
- d. Unused Personal Days at the end of the school year shall be converted to sick days.

#### **6. Days By Arrangement**

- a. Each employee shall receive one(1) Day By Arrangement (DBA) that they may take during the school year on a first-come, first-serve basis.
- b. Use of the day must be arranged through the building or department administrator. Because of the need to ensure continuity in the school year and to meet any need for substitute service, the building principal, supervisor must approve this day and the number of paraprofessional employees who may use a Day By Arrangement on a given school day during the school year shall be no more than 20% of the total number of paraprofessionals. The days and times set aside for staff development/in-service and the first week of school shall be excluded from use as a Day By Arrangement. Applications must be submitted at least three (3) school days in advance.

- c. The Day By Arrangement must be used during the school year. If the day is not used, it shall convert to a Sick Leave Day
- d. The Day by Arrangement will be charged in a full-day increment.

**B. Religious Observances**

Upon application an employee will be granted up to two (2) days (16 hours) per school year for required religious observance. An employee who requests such time will identify the holiday(s) and provide their supervisor with the dates to be taken sufficiently in advance of the holiday to allow the district supervisor to make any arrangements it they may deems necessary to cover that employee's job responsibilities. Examples of acceptable religious holidays where school may be in session include, but are not limited to, Yom Kippur, Rosh Hashanah, Easter Monday, and Eid-al-Fitr.

The two (2) days (16 hours) shall not be charged against the employee's sick/personal leave accumulation. Any days taken for additional religious observance described will be deducted from the employee's personal day/hours as defined and provided for in above.

**C. Donation of Days**

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

**D. Bereavement**

1. Up to fifteen (15) days may be used for a death in the immediate family and/or member of the paraprofessional's household. The first five (5) days are not deducted from a member's leave back. Any bereavement time used beyond the first five (5) days shall be deducted from available leave days, or DBA.
2. Immediate family shall consist of spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner, and members of the household. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources.
3. Up to three (3) leave days for a death of a friend or relative not defined as immediate family member. Additional days may be used due to unusual circumstances with the approval of the Assistant Superintendent for Human Resources. Any days used for this purpose will come from available leave days, or DBA.

4. To use bereavement days, a paraprofessional should notify the building secretary of the number of days to be used, and those days will be entered into the system. If a paraprofessional is unable to notify building secretary in time, then the paraprofessional should enter in illness days in the absence reporting system and then they will later be converted to bereavement days as per allotment in this agreement.

**E. Childcare Leave**

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

**F. Union Business Leave**

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

**G. Jury Duty Leave**

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

**H. General Leave**

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

**I. Emergency Leave**

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

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

J. **Sick Leave of Absence**

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

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

K. **Leave Procedures**

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

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

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

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

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

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

P. When a bargaining unit member is absent, the procedures will be as follows:

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

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

**ARTICLE 7**  
**DISCIPLINE AND DISCHARGE**

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

**ARTICLE 8**  
**PROBATIONARY PERIOD**

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

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

**ARTICLE 9**  
**SENIORITY AND STAFFING**

**A. Paraprofessional Classifications**

1. The following positions are classified within the unit:

Alternative Education Program	Special Education Program
ELL/ESL Program	Community Based Instruction
Hall Monitors	Instructional Support
Behavior Intervention Specialist	Restorative Practice Specialist
Security Guard	

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

**B. Seniority**

1. **Definition of Year of Service**

For the purposes of this provision, a paraprofessional shall earn a full year of service if the date of hire is before February 1 of the school year during which the member is hired. Thus, for example, a paraprofessional hired prior to January 31, 2022 shall earn a full year of service credit for the 2022/23 school year. Thereafter, for each school year employed, the paraprofessional shall earn an additional year of credit.

2. An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her first date of hire in a position represented by the Association. Seniority shall not accrue when an employee is on any type of leave of absence, layoff or otherwise is not actively employed, except pursuant to Article 6, Absences and Leaves of Absences, Section J.

3. Seniority shall be lost and an employee shall be removed from seniority list for the following reasons:

a. If an employee quits or retires.

b. If an employee is absent without notice for three (3) consecutive work days.

c. If he/she is discharged.

d. If he/she fails to return to work from a layoff within the three (3) work days following the date of the written notification of recall to his/her last address on file with the Board.

e. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.

f. If he/she is on layoff for a period of two (2) years.

g. If he/she materially or deliberately falsifies his/her employment application and this is discovered within his/her first five (5) years of employment.

h. If he/she falsifies a leave of absence application



C. **Layoff & Recall**

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

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

2. The Board, except in those cases which are beyond its control, shall give an employee who is to be laid off, out of the work force, two (2) weeks' notice of such layoff.
3. In the event of temporary layoffs due to conditions or occurrences not initiated or controlled by the Board, an employee may be laid off without regard to his/her seniority for a period of ten (10) days.
4. Recall shall be in reverse order of layoff, provided that a recalled employee possesses the qualifications and ability to perform the work of the assignment to which he/she is recalled.
5. Should a position eliminated be reinstated within one year of its elimination, the staff person reassigned from that position shall be provided the opportunity to return to that position or a similar position. If the position is reinstated by September 30<sup>th</sup> the return will not require administrative approval. If the position is reinstated after September 30<sup>th</sup> the principal in the sending and receiving buildings must agree to the return. If two or more paraprofessionals were assigned to that building, the most senior paraprofessional ranked satisfactory in his/her last evaluation will have the right to return. If that paraprofessional waives the right it will be offered to the paraprofessional with the next highest seniority.

D. **Probationary Period and Leave**

An employee shall acquire seniority after he/she has completed his/her probationary period. His/her seniority date shall be his/her first date of hire in a position represented by the Union. Seniority shall not accrue when an employee is on any type of leave of absence, layoff or otherwise is not actively employed, except pursuant to Article 6, Absences and Leaves of Absences, Section J.

E. **Voluntary Transfer**

1. An employee who desires to be considered for a voluntary transfer by the Board shall submit a letter to the Assistant Superintendent of Human Resources within the time limit set out in the posting of the vacancy.
2. The Board shall notify all employees actively at work of permanent new position vacancies by posting them for five (5) workdays.

F. **Transfers**

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

G. **Involuntary Transfers**

The parties agree the Administration has the right to make an involuntary transfer. They also agree involuntary transfers are to be minimized. If a paraprofessional position or program is being reduced or altered in a way which would result transfers, the District will share such changes with the Association and provide a preference survey to each effected employee before the end for the preceding school year. Should the decision regarding transfers occur over the summer, the preference sheet should be provided by the second week in August. The District will strongly consider each request and shall use seniority and relevant qualifications in determining placement. In the event of an involuntary transfer occurs after the start of the school year, the Administration will meet with the affected employee and a representative of the Association prior to effecting the transfer to discuss the reasons for the action.

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

**ARTICLE 10**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

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

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

**B. Step One**

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

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

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

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

**Step Two**

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

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

### **Step Three - Arbitration**

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

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

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

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

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

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

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

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

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

**ARTICLE 11**  
**HOLIDAYS**

A. **Paid Holidays**

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

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

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

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

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

**ARTICLE 12**  
**WORK SCHEDULES**

**A. Work Hours**

The number of daily hours to be worked is determined by the Assistant Superintendent for Human Resources Paraprofessionals, exclusive of a lunch period, work seven (7) hours per day at the elementary level and 7.2 hours at the middle and 7.25 at the senior high schools.

**B. Lunch**

The paraprofessional lunch period of thirty (30) minutes shall be duty free. Paraprofessionals who, through mutual agreement with Administration, choose to work during their lunch period, including those who eat their lunch while supervising students at lunch or who are required to respond to events that may occur shall be paid. A paraprofessional may voluntarily waive his/her duty free lunch in exchange for pay or an adjustment in the start or end of their daily schedule.

**C. Work Year**

The work year for all paraprofessionals shall consist of those days when students are present and the first day of school for teachers. All paraprofessionals shall work an additional number of hours per year when students are not in session, not less than three (3) times their normal daily working hours or more than twenty-four (24) hours. For example, if a paraprofessional works 7 hours per day they will work not less than 21 hours additional per year.

The Administration may reduce the additional hours by one (1) day (one times the employee's normal daily working hours). The parties will meet and confer prior to the District taking such action. Those hours shall be performed in blocks of time not less than their regular working hours or more than eight (8) hours per day. These hours may be used for professional development or, if professional development is not scheduled, as directed by their building principal or supervisor. When scheduled professional development exceeds their regular daily work hours, they will be notified at least five (5) working days when in session or ten (10) calendar days when not in session in advance. School principals or, in other work locations, the supervisor in charge may authorize additional workdays providing that they have some local means at their work locations to pay for such days.

**D. Relief Time**

The daily time schedule for paraprofessionals is determined by the building principal. Arrangements will be made to provide reasonable relief time; such relief time will equal ten (10) minutes per day.

**ARTICLE 13**  
**INSURANCE PROGRAMS**

**A. Insurance Program Provisions**

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

1. Pursuant to the Publicly Funded Health Contribution Act, (MCL 15.561 et seq) the District shall pay the "Hard Cap Amount" determined by the State Treasurer for the following plan year. The employee shall be responsible for paying the difference between the premium costs and Hard Cap amount, if any, by pre-tax payroll deduction. If the annual premium costs are less than the Hard Cap maximum, the BPS will contribute to the paraprofessionals' Health Savings Account ("HSA") or Flexible Savings Accounts ("FSA") the difference between the Hard Cap maximum amount and the premium costs. Further, employees may make contributions to their HSA or FSA by pretax payroll deduction as permitted by law. The District's contribution to the FSA or HSA shall be made in the first pay period following January 1 each school year.
2. The health benefit option shall be MESSA Choices with the \$1000/\$2000 deductible, the \$20/\$25/\$50 office visit rider and the Saver Rx prescription rider, the MESSA ABC 1 Plan with a \$1,500/\$3,000 deductible, or the MESSA ABC 2 Plan with a \$2,000/\$4,000 deductible . Both ABC plans are a federally recognized high deductible plans and provide for the establishment of a HSA. Employees selecting the Choices program may participate in a Flexible Spending Account plan. Employees selecting either ABC Plan may participate in a Health Savings Account.
3. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
4. Paraprofessionals electing to forgo health benefits from the District will receive \$2,400 cash in lieu of the health benefit pursuant to Article 13 (A). Payments will be made over 20 equal pays. The parties acknowledge this benefit is available to an employee whose spouse is employed by the District when the spouse is receiving health benefits covering the employee and his/her dependents through the District.
5. For the term of this Agreement paraprofessionals selecting vision and/or dental coverage will pay 10% of the premium.
6. All paraprofessionals shall pay 10% of the premium for Long Term Disability Coverage.
7. A new employees shall be eligible for single subscriber-after( 3) three months and at any level of insurance coverage after six (6) months of service

**B. Medical Coverage for the 2023-24, 2024-25 and 2025-26 School Years**

1. It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board. For the duration of this agreement, an employee may choose health benefits from the following:
  - a. MESSA choices with the \$1,000/\$2,000 deductible, the \$20/\$25/\$50 office visit rider and the



- Saver Rx prescription rider or
- b. MESSA ABC Plan 1 with the \$1,500/\$3,000 deductible
  - c. MESSA ABC Plan 2 with the \$2,000/\$4,000 deductible

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

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

For the 2023-24, 2024-25 and 2025-26 school years:

Beginning with January 1, 2024, the hard cap will be paid by the Board towards insurance costs for the period of this collective bargaining agreement. Any balance owing for premiums after the hard cap is applied shall be paid by the employee in 20 equal contributions. Any balance left over from the hard cap after the payment of premium will be contributed by the Board to the employee's HSA or FSA. This formula will be applied to the 2022 and 2023 plan years (January 1 - December 31) of each year.

2. All persons hired on or after September 20, 1994 whose regular work week is thirty (30) hours or more may have Board paid hospital insurance; those working twenty (20) to less than thirty (30) hours will pay one-quarter (1/4) the monthly premium; those working fewer than twenty (20) hours will pay one-half (1/2) the premium.
3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by hospital-surgical-medical insurance elsewhere; for example, by virtue of the employment of the spouse.
4. An employee who is laid off in accordance with Article 9, Section B, or who is on a leave of absence in accordance with Article 6, shall continue to have the Board provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid-off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence or for a maximum of nine (9) additional months, whichever occurs sooner.
5. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

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

Working 19 hours or less per week shall be eligible for this coverage by paying one-half (1/2) of the appropriate monthly premium for this coverage.

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

**C. Life Insurance**

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

**D. Vision Care Program**

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

**E. Option to Hospital-Surgical-Medical Insurance**

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

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

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

F. **Dental Insurance**

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

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

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

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

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

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

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

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

G. **Disability Plans**

1. **Short Term Disability:**  
The employer shall provide each employee the option of purchasing, at his/her own expense, short term disability insurance through MESSA.
2. **Long Term Disability:**  
The Board shall provide without cost to all eligible permanent and full-time employees, who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty (30) hours per week, long term disability insurance.

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

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

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

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

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

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

#### **H. Worker Related Injury Absences**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act (Workers' Compensation) shall receive, if the employee elects, from the Board the difference between the Workers' Disability payment prescribed by law and his/her regular bi-weekly gross earnings, to the extent and until such time as such employee shall have used up any sick pay provided herein. The parties acknowledge that both short term and long-term disability benefits are offset by workers compensation benefits. Any employee who remains on workers' compensation leave for eight or more calendar days, shall be given the option to use a proration leave time to make up the difference in workers' disability payment and their regular daily earnings for each day after the seventh day that they remain on workers' compensation leave. The District and employee shall discuss and determine preference before the eighth calendar day. For an employee who remains on workers' compensation leave for fifteen or more calendar days, any leave days used during the initial seven calendar days shall be returned to the employee.

**ARTICLE 14**  
**SEVERABILITY**

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

**ARTICLE 15**  
**ENTIRE AGREEMENT**

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

**ARTICLE 16**  
**WAIVER CLAUSE**

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

**ARTICLE 17**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The wages, hours, terms, and conditions of employment of paraprofessional personnel shall be expressly subject to the provisions of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Within thirty (30) days after the parties sign this Agreement, the Board will provide the Association twenty (20) copies. The Agreement will be posted and made electronically available on the District's website
- C. It is agreed and understood by the parties that wherever the word "Board" appears in this Agreement it may also mean the Superintendent of Schools and/or all other administrators or persons employed or designated by the Board to represent it or otherwise act in its stead.
- D. The Board, the Union, and all employees agree not to discriminate against anyone on the basis of his/her race, creed, color, religion, age, national origin, ancestry, sex, sexual orientation marital status, or his/her membership and participation or non-membership or nonparticipation in any organization.
- E. An employee shall have the right to examine all the material in his/her personnel file which has accrued after his/her employment and which is related to his/her job. A representative of the Union may, at the employee's request, accompany the employee in the review.
- F. The Board shall reimburse, at the current IRS rate per mile, an employee who is authorized and required to drive his/her personal car in the course of performing his/her work.
- G. The Board will reimburse an employee for any loss, damage, or destruction of his/her occupationally appropriate and required clothing or personal property while fulfilling his/her duties and assignments, which exceeds ten dollars (\$10), providing reasonable care has been taken by the employee. In the implementation of this section, the Board may require an employee to file a police report when appropriate, and may require reasonable documentation of the original cost, date acquired, and other pertinent information regarding the loss. Further, the Board's payment hereunder shall be reduced by the amount of any insurance carrier's payment to the employee requesting reimbursement under this section.
- H. An employee shall be held responsible for loss within the school, or while on official school business, of school property or students' property when proof of negligence is established.
- I. Special Conferences for important matters will be arranged between the Union President and the Board's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed-to times and places, shall be attended by up to three (3) representatives of the Board and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. No additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.

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

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

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

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

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

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

N. **Attendance Program**

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

The following absences are considered excused:

- a. Absences when sick days or donated days may be used pursuant to Article 6
  - b. Absences permitted as a personal business day pursuant to Article 6
  - c. Absences resulting from the use of a day by arrangement pursuant to Article 6
  - d. Absences resulting from childcare leave pursuant to Article 6
  - e. Absences resulting from a leave granted pursuant to Article 6
  - f. An employee who does not work the necessary 1,250 hours needed to qualify for a Family Medical Leave Act leave (FMLA), but who provides necessary medical paperwork or other supporting documentation at the commencement of such leave that would otherwise qualify for leave under the FMLA, the leave will be considered an excused absence. .
2. Unexcused absences are those absences not within the definition set forth in (a)(i)-(v) above, or use of leave days that do not follow the guidelines and limitations set forth in this agreement. For example, using a personal day on a day before or after a holiday when the reason for the leave does not meet the conditions of a personal day..
    - a. Unexcused absences shall result in the following disciplinary action being taken:
      - 1-2 unexcused absences may result in a verbal warning
      - 3 or more unexcused absences may result in a written reprimand
      - 6-9 unexcused absences may result in up to a three (3) day Suspension
      - 10 or more unexcused absences in a school year may result in a discharge
    - b. An employee may be required to provide a doctor's note if the reason for the absence is the illness of the employee and the absence is for three (3) or more consecutive days.
    - c. Administration may discuss with employees when they notice a pattern of concern with their use of sick/personal days even if the employee does not exceed the contractual amount of days.
    - d. Should discipline be imposed at the written reprimand level or greater, the employee may contest the action through the procedures set forth in Article 10, Grievance Procedure.
    - e. An employee who fails to report to work without providing notification of his/her absence to the AESOP System for three (3) consecutive days shall be considered to have voluntarily terminated his/her employment.
    - f. An employee must use all accrued leave time before going unpaid.
    - g. Any unapproved unpaid time off is considered an unexcused absence. Employees who have expended their annual allotment of days and accumulated days pursuant to Article 6 (A) and



(B) may request an emergency leave without pay pursuant to Article 6 (I) for the reasons set forth in Article 6 (C) (1)– (4). If additional days are required, the employee may request an extension of the emergency leave or apply for a sick leave of absence pursuant to Article VI (J).

**O. Health & Safety**

1. **Legal Guidelines:** The district shall follow local, state and federal guidelines relative to health, safety and working conditions to the best extent possible. Employees will not be expected to work in conditions that violate the safety protocols set forth in all applicable county, state or federal health or safety guidelines.
2. **Reporting and Protective Measures:** Concerns by bargaining unit members surrounding matters of health or safety should be promptly raised to District administration.

District representatives shall attend to the situation within a reasonable timeframe, based on the severity of the issue, and report the steps being taken to resolve the issue. For example, if it is determined that necessary personal protective equipment or protective measures are needed in a particular situation then it should be dealt with right away. If the resolution of such concern may involve a modification of working conditions or change in work location, the District and Association will meet to discuss the steps taken to resolve the matter.

3. **Discipline Support:** Staff who are acting within the appropriate and approved scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District–Continued effort will be made to assure staff that they can provide student support and other services with a minimum of disruption and abuse, physical or verbal, in an appropriate learning environment.
4. **Protection Training:** Paraprofessional members may protect themselves or another person from attack, physical abuse, or injury using appropriate Crisis Prevention/Intervention (CPI) techniques. Appropriate professional development, including de-escalation training, shall be provided upon hire or as soon as possible, and annually to all paraprofessionals.
5. **Resolution Process:** The Association agrees to urge its members to raise such health and safety problems with the District and seek internal resolution. However, this understanding does not in any way preclude the rights of members in the Bargaining Unit to make use of contract language afforded in the grievance procedure.

**ARTICLE 18**  
**TERMINAL PAY**

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

C. **Terminal Pay**

<b>Years of Service</b>	<b>Terminal Pay</b>
15	\$2,500
16	\$2,600
17	\$2,700
18	\$2,800
19	\$2,900
20	\$3,000
21	\$3,650
22	\$3,800
23	\$3,950
24	\$4,100
25	\$4,250
26	\$4,400
27	\$4,550
28	\$4,700
29	\$4,850
30	\$5,000

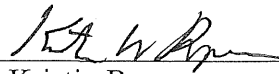
- D. Upon retirement from Birmingham Public Schools, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources that he/she is eligible for the retirement terminal pay. The Assistant Superintendent for Human Resources will check the official school records and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

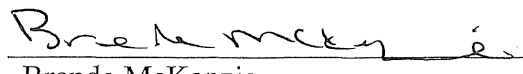
**ARTICLE 19**  
**DURATION OF AGREEMENT**

This Agreement initially became effective as of July 17, 2023, and shall continue in full force and effect until 11:59 p.m., June 30, 2026. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2026, give written notice of termination.

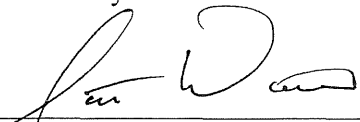
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

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

By   
Kristin Ryan  
President

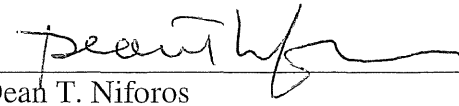
By   
Brenda McKenzie  
Treasurer


By   
Madelyn Phillips  
Secretary


By   
Scott Warrow  
Executive Director

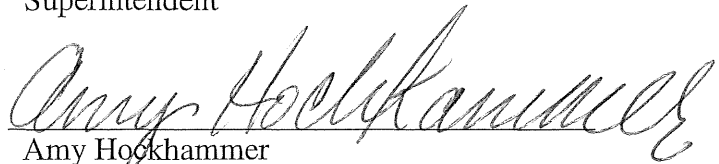
\_\_\_\_\_

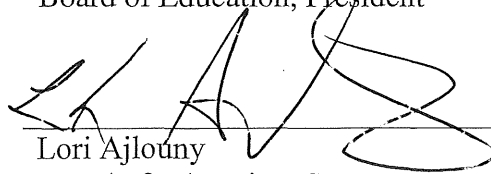
**BIRMINGHAM PUBLIC SCHOOLS**

By   
Dean T. Niforos  
Asst. Superintendent for Human Resources

By   
Laura Mahler  
Executive Director, Special Education

By   
Dr. Embekka Roberson  
Superintendent

By   
Amy Hochhammer  
Board of Education, President

By   
Lori Ajlouny  
Board of Education, Secretary

**SCHEDULE A (1)**  
**COMPENSATION PARAPROFESSIONAL**  
**HOURLY WAGE SCHEDULE**  
**2023/24 SCHOOL YEAR**

	Step 1	<b>\$15.80</b>
	Step 2	<b>\$16.55</b>
	*Step 3	<b>\$17.30</b>
	Step 4	<b>\$18.05</b>
	Step 5	<b>\$18.80</b>
	Step 6	<b>\$19.55</b>
	Step 7	<b>\$20.30</b>
	Step 8	<b>\$21.05</b>
	Step 9	<b>\$21.80</b>

\*Step 3 is the highest placement for persons without previous experience as a paraprofessional, or teaching experience or security experience

**Wage Rate and Steps**

- Add \$.80 to each Step
- All Employees remain on the same Step as 2022/23

**Longevity**

- Employees with 3 or more years of consecutive service as a paraprofessional in the District as of February 1, 2023 will receive longevity pay in the amount of **\$.25**
- Employees with **10** or more years of consecutive service as a paraprofessional in the District as of February 1, 2023 will receive longevity pay in the amount of **\$1.75**
- Employees with 15 or more years of consecutive service as a paraprofessional in the District as of February 1, 2023 will receive longevity pay in the amount of **\$2.15**
- Employees with 20 or more years of consecutive service as a paraprofessional in the District as of February 1, 2023 will receive longevity pay in the amount of **\$2.40**
- One year will be added to the 3-year longevity each school year until it becomes 10-year longevity

### **Increments**

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

### **Additional Pay**

**Differentials:** An additional \$1.10 per hour will be paid to paraprofessionals assigned to “Supported LRC” ~~the~~ ASD/CI/EI/ECSE programs, , Security Personnel, a paraprofessional serving in the position of community based vocational instruction who holds a valid competency-based employment training certificate from an accredited institution of higher education, and paraprofessionals in certain other ~~highly~~-specialized assignments. Paraprofessionals in the Alternative Education Program and ESL/ELL paraprofessional hired before June 30, 2023 shall continue to receive the Differential stipend. All those hired in these positions after that date shall not receive the Differential.

If a paraprofessional starts the school year assigned to a position which qualifies for the differential payment, the employee shall be guaranteed to remain on the differential for the remainder of the school in the event they are involuntarily transferred to a position that does not qualify for the differential.

**Security Personnel:** Former Law Enforcement Officers will receive an additional stipend of \$3.00 per hour.

### **Extended School Year**

Paraprofessionals who agree to work extended school shall be paid \$17.50/hr. Changes in the hourly rate shall be mutually agreed upon by both parties

**SCHEDULE A (2)**  
**COMPENSATION PARAPROFESSIONAL**  
**HOURLY WAGE SCHEDULE**  
 2024/2025 School Year

Step 1	<b>\$16.05</b>
Step 2	<b>\$16.80</b>
*Step 3	<b>\$17.55</b>
Step 4	<b>\$18.30</b>
Step 5	<b>\$19.05</b>
Step 6	<b>\$19.80</b>
Step 7	<b>\$20.55</b>
Step 8	<b>\$21.30</b>
Step 9	<b>\$22.05</b>
Step 10	<b>\$22.80</b>

\*Step 3 is the highest placement for persons without previous experience as a paraprofessional, or teaching experience or security experience.

**Wage Rate**

- Each Step will increase by **\$.25**. Each employee will receive \$1 per hour raise on the scale

**Steps**

- All employees will move up one full Step from their current Step on the 2023/24 Salary Schedule
- Create a new Step 10.

**Longevity**

- Employees with **4** or more years of consecutive service as a paraprofessional in the District as of February 1, 2024 will receive longevity pay in the amount of **\$.50**
- Employees with **10** or more years of consecutive service as a paraprofessional in the District as of February 1, 2024 will receive longevity pay in the amount of **\$2.35**
- Employees with **15** or more years of consecutive service as a paraprofessional in the District as of February 1, 2024 will receive longevity pay in the amount of **\$2.75**
- Employees with **20** or more years of consecutive service as a paraprofessional in the District as of February 1, 2024 will receive longevity pay in the amount of **\$3.00**
- One year will be added to the 4-year longevity each school year until it becomes 10-year longevity

**SCHEDULE A (3)**  
**COMPENSATION PARAPROFESSIONAL**  
**HOURLY WAGE SCHEDULE**  
 2025/2026 School Year

	Step 1	<b>\$17.05</b>
	Step 2	<b>\$17.80</b>
	*Step 3	<b>\$18.55</b>
	Step 4	<b>\$19.30</b>
	Step 5	<b>\$20.05</b>
	Step 6	<b>\$20.80</b>
	Step 7	<b>\$21.55</b>
	Step 8	<b>\$22.30</b>
	Step 9	<b>\$23.05</b>
	Step 10	<b>\$23.80</b>

\*Step 3 is the highest placement for persons without previous experience as a paraprofessional, or teaching experience or security experience.

**Wage Rate**

- Each Step will increase by **\$.25**. Each employee will receive \$1 per hour raise on the scale

**Steps**

- Eliminate Step 1
- Create a new Step 10
- All employees will the same Step for the 2025/26 Salary Schedule.

**Longevity**

- Employees with **5** or more years of consecutive service as a paraprofessional in the District as of February 1, 2025 will receive longevity pay in the amount of **\$.75**
- Employees with 10 or more years of consecutive service as a paraprofessional in the District as of February 1, 2025 will receive longevity pay in the amount of **\$2.50**
- Employees with 15 or more years of consecutive service as a paraprofessional in the District as of February 1, 2025 will receive longevity pay in the amount of **\$2.75/hour**.
- Employees with 20 or more years of consecutive service as a paraprofessional in the District as of February 1, 2025 will receive longevity pay in the amount of **\$3.00/hour**.
- One year will be added each school year to the 5-year longevity until it becomes 10-year Longevity pay.

## **EXHIBIT A**

### **BIRMINGHAM PUBLIC SCHOOLS PARAPROFESSIONAL/PARAEDUCATOR EVALUATIONS**

The purposes of the paraprofessional evaluation plan are to:

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

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

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

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

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

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

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

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

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

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



## Paraprofessional Evaluation

Evaluation of: \_\_\_\_\_

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

Employee's Initials: \_\_\_\_\_

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

9. <u>Composite Evaluation</u>	□	□	□	
Goals for future growth:				

\_\_\_\_\_  
Signature of Evaluator

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

\_\_\_\_\_  
Signature of Paraprofessional

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

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

And make one copy for the employee.

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

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

**EXHIBIT B**



**APPLICATION FOR USE OF DONATED DAYS**

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

\_\_\_\_\_  
Signature of employee making the donation

\_\_\_\_\_  
Date

**BAP MEMBERS  
REQUEST FOR DAYS BY ARRANGEMENT**

*Conditions for Days by Arrangement:*

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



Name: \_\_\_\_\_ Date submitted: \_\_\_\_\_

Building: \_\_\_\_\_ Date requested: \_\_\_\_\_

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

Paraprofessional’s signature: \_\_\_\_\_

Principal/Supervisor signature: \_\_\_\_\_

Comments: \_\_\_\_\_

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

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

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

Approved \_\_\_\_ Date \_\_\_\_\_

Denied \_\_\_\_ Date \_\_\_\_\_ Reason for Denial: \_\_\_\_\_

Human Resources Manager \_\_\_\_\_

**LETTER OF AGREEMENT**  
**Between**  
**Birmingham Public Schools**  
**And**  
**Birmingham Association of Paraprofessionals**

This agreement is entered into by and between the Board of Education of the Birmingham Public Schools (BPS) and the Birmingham Association of Educational Office Personnel.

Whereas should the State of Michigan repeal those parts of Section 10(1)(b) of the Public Employment Relations Act (PERA), MCL 423.210(1)(b) relating to a public school district's prohibition upon assisting a union from collecting union dues via payroll deduction, then the parties mutually agree to open the collective bargaining agreement and engage in contract negotiations with the sole intent to address such changes as passed into law regarding Section 10(1)(b) of PERA.

In addition, if the Legislature passes legislation that directly impacts enforcement of one or more provisions of the parties' collective bargaining agreement, then the parties agree to mutually agree to open the collective bargaining agreement and engage in contract negotiations with the sole intent to address such changes as passed into law and impacts enforcement of the parties' current agreement.


This letter of Agreement shall exist through the duration of the current Collective Bargaining Agreement and will expire on December 31, 2024 unless extended by mutual agreement of both parties.

**For the District**

  
\_\_\_\_\_  
Dean Niforos, Assistant Superintendent of HR

10/20/23  
\_\_\_\_\_  
Date

**For the Association**

  
\_\_\_\_\_  
Kristin Ryan, BAP President

10/20/23  
\_\_\_\_\_  
Date

# CALENDARS

The calendar for 2023-24 is below. Calendars for 2024-25 and 2025-26 will be released prior to each school year.

2023-24 10 Month BAP Calendar.xlsx

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

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

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

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

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

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

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

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

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

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

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

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

	TOTAL	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
WORK DAYS	182	0	7	19	22	19	15	20	16	16	22	22	4
Holidays	10	0	0	1	0	2	3	2	0	1	0	1	0
First/Last day of work													
Non-work day													
Holiday													

Para Optional Day - 3 days may be used for PD or work as directed by supervisor  
 First day students report  
 Non-work day  
 Holiday