Agreement

between the

Birmingham
PUBLIC SCHOOLS

Board of Education

and the

bap Birmingham Association of Paraprofessionals

Birmingham Association of Paraprofessionals
Michigan Educational Association/NEA

Covering the negotiated periods:

July 1, 2026 – June 30, 2029

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AGREEMENT

This Agreement was entered into this 15th day of September, 2026 and valid from July 1, 2026 through June 30, 2029, 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.

Substantive alterations in the working and employment conditions of any employee in the bargaining unit identified above will be negotiated with the Birmingham Association of Paraprofessionals or as otherwise permitted under applicable law prior to adoption or implementation by the Board.

The term "BAP" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined. The Board agrees not to negotiate with any organizations other than the Association for the duration of this Agreement.

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

B. Membership in the Union is not compulsory. Employees have the right to join or not join the Union. 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.

ARTICLE 2
BOARD RIGHTS AND SECURITY

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

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

1. The executive management and administrative control of the school district;

2. The Union agrees the Board shall have the exclusive right, responsibility, and authority to direct and manage all employees. This right includes, but is not limited to, the hiring, determining the work hours of, transferring, assigning, and laying off of the employees. Such rights shall be implemented and exercised by the Board in recognition of the express written terms of this Agreement;

3. Determine the educational program of the school district;

4. Develop and exclusively control the budget of the school district;

5. Determine the structure, authority, and responsibilities of its school management organization;

6. Adopt rules and regulations, as long as such rules and regulations are not contrary to this Agreement.

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

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

1. Delivery immediately to the Board of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and,

2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

3. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.

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

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

ARTICLE 3
ASSOCIATION AND PERSONNEL RIGHTS

A. PERA

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. Employee Rights

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.

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.

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.

C. Association Rights

1. School Buildings: 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.

2. Union Business: 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.

3. Exclusivity: 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.

4. Information: 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.

D. **Board Policies**

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.

E. **Membership**

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.

F. **Union Release**

The association will be granted up to fifteen (15) 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.

G. **Information Requests**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all

information concerning the financial resources of the District and tentative budget, which have passed the discussion stage by the Board, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. Further, the Executive Director of the Association and the Board's Assistant Superintendent of Human Resources agree to exchange copies of all non-confidential research reports and other relevant material dealing with collective bargaining that become available to them.

On a monthly basis, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

- First, middle and last name.
- Start date of employment and longevity date in current bargaining unit.
- Building(s) assigned.
- Name of position(s) assigned with classification(s).
- Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of "extra runs", summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
- Employee identification number (if applicable).
- Work email address and personal email address.
- Home mailing address.
- Home and cell phone numbers.

Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than five (5) days shall be reported to the designated Association representatives via e-mail.

Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail.

H. Payroll Deduction

1. Authorization Form: It is understood that payment and/or deduction of dues is not a condition of employment. A member of the Association or an employee who has applied for membership may authorize the payroll deduction of dues. A list of members who authorize dues deductions shall be provided to the District's payroll department to be processed.

2. Revocation: For the purposes of this Agreement, a signed authorization from an employee represents an ongoing commitment to automatic dues deduction and shall remain in effect from month to month and year-to-year until written notice of cancellation is provided to both the Michigan Education Association and Birmingham Public Schools' payroll department. Cancellation of dues deduction shall take effect within fourteen (14) workdays of the date written notice of cancellation is received.

3. Payroll Processing: The Employer shall process payroll deduction forms received from the Association on behalf of members within 10 (ten) workdays of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

4. Deduction Each Pay Period: Pursuant to the bargaining unit members' authorization, the deduction of dues shall be made in equal installments over a total of twenty (20) pay periods.

5. Should the district err or be unable to process dues as described above, the district shall take the total dues owed by the bargaining unit member and evenly divide up the deduction over the remaining pay periods for the school year, excluding the summer months.

6. Payroll Change: If the payroll deduction amounts change within the course of any school year, the Association or the Employee shall provide a payroll change notice for any affected member to apply within 10 (ten) workdays of receipt to any remaining pays per the deduction schedule defined above.

7. Unpaid Leave: If an employee is placed on unpaid leave, the District shall notify the Association in order to administer a change of authorization process.

8. Payment to MEA: Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within ten (10) workdays of when the payroll deductions took place.

9. Association Report: Accompanying the distribution of payments will be a report indicating the specific dues amounts attributable to each employee with the employee's name; and employee ID number. The Association will provide a proposed Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the first ten (10) days of the month for the prior month's distributions as an Excel attachment. The payments to the MEA shall follow the process determined by the MEA.

10. Legal Action: In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
    c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

    d. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the District's compliance.

ARTICLE 4
COMPENSATION

A. Compensation Rates

The hourly compensation rates for employees covered by this Agreement are set forth in Schedule A: 2026-27, 2027-2, and 2028-29 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. Overtime

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. Direct Deposit

Salary and other pay for paraprofessionals will be paid and posted by direct deposit, with all payment vouchers provided online.

D. Subbing or Working Outside Job Classification

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 class period when 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.
- If a teacher fails to put in the substitute time, the paraprofessional shall bring this issue to their supervisor, and the supervisor shall enter the substituted time to ensure the paraprofessional is paid.

E. Longevity-Definition of Year of Service

For the purpose of payment of Longevity under Schedule A, years of service shall refer to the number of years permanently employed in Birmingham Public Schools in any capacity. Part-time employees are not prorated for years of service. An Employee who resigns from BPS and then is rehired loses their longevity status and must start over. An employee on paid leave or on layoff is not negatively affected by years of service. Longevity Pay will take effect on the first paycheck of the school year after the BPS service date anniversary.

ARTICLE 5
NEGOTIATIONS PROCEDURES

A. Within ~~sixty~~ ninety (90) calendar days prior to the termination of this Agreement, as provided for in Article 19, Duration of Agreement, the parties will commence negotiations on 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.

A. 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.

B. 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
PAID TIME OFF (PTO) AND LEAVES OF ABSENCE

A. **PTO Days/Hours Allowance**

1. Accruing PTO Days

At the beginning of each school year, the employee's "bank" of accumulated PTO hours will be credited with the full allowance for the current school year as outlined in A(2)(a)-(d). PTO 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 PTO 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 PTO hours at the end of each fiscal year equal to the number of unused hours in the current allowance for that fiscal year. This service accumulation process may continue during the service of the employee up to a maximum of 1,350 hours. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absences exceed the combined service accumulations and the current allowance to the credit of the employee at the time of the absence.

2. PTO Formula

PTO Hours shall be accrued pursuant to the following formula. Paraprofessionals shall earn 11 PTO days or 82.5_hours each year (or as prorated above).

3. Special Use of PTO

Personal excused absences, without payroll or PTO deductions, may be authorized by the Superintendent for affairs related 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. Use of PTO Days and Hours

   a. Any PTO days not used by the end of the year shall be added to the PTO 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 spouse, children/in law, siblings/in law, parents/in law, grandparents/in law, grandchildren/in law, domestic partner, and members of the household
      iii. Personal business that cannot be conducted outside the school day
      iv. 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 PTO or donated days shall continue to be provided with all District-paid insurances.

   d. PTO Days can be used during workdays, 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.

   e. PTO should only be entered in 30-minute increments into the absence management system.

5. 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-served 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 PTO 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 PTO leave accumulation. Any days taken for additional religious observance described will be deducted from the employee's PTO day/hours.

C. **Donation of Days**

1. An employee may voluntarily donate up to thirty-two (32) PTO hours to another employee who has expended their accumulated days. The recipient of the donation receives a full day credit based on the recipient's hours worked, regardless of the length of the donor's day. These days may only be used for serious personal injury or illness of the employee. The employee must supply a doctor's verification of the injury or illness. The application for the 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 balance. 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 the death of a friend or relative not defined as an 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 PTO days or DBA.

4. To use bereavement days, a paraprofessional should notify the building paraprofessional of the number of days to be used, and those days will be entered into the system. If a paraprofessional is unable to notify the building paraprofessional 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 that 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 anyone (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 may be granted by the Board upon the written request of an employee for any substantial and worthwhile purpose. The Board may extend the leave upon written application for a period of up to one (1) additional year.

2. If an employee granted a general leave of absence of three (3) months' duration or less is replaced, it will be on a temporary basis; upon the 91st day, the position will be posted as a vacancy.

3. If an employee granted a general leave of absence is replaced, it may be on a temporary or permanent basis. Upon returning from such a leave, an employee may be placed in either a vacancy or the position occupied by the lowest seniority employee if the returning employee possesses the required qualifications and has the ability to successfully perform the duties of the classification to which the employee is assigned.

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, 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~~ PTO days currently in their 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 their sick leave without pay shall continue to accumulate seniority, 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. Absence Procedures

1. Outside of emergency situations, requests for anticipated absences should be submitted at least one hour before the employee's reporting time using the district's absence management system.

2. PTO may be used in 30-minute increments.

However, should the employee exceed ten (10) such absences in a ninety (90) day period, the Human Resources Department may review with the employee the reason for such absences.

3. When a bargaining unit member is absent, the procedures will be as follows:
   a. Records absence in the district's Absence Management Program.

   b. The absent employee must notify the building administrator/supervisor of their absence as soon as possible, but not less than one (1) hour prior to the school's start time on the day of the absence and request a substitute as required.

   c. Repeated failure to comply with this provision may result in discipline.

M. **Compliance**

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
JUST CAUSE DISCIPLINE

The Board shall have the right to discipline or discharge any employee for just cause.

The Board is committed to a progressive and supportive approach to addressing performance concerns. Prior to formal disciplinary action (except in cases of serious misconduct), supervisors shall document coaching and counseling conversations, provide clear performance expectations, and offer support resources that may include additional training. Coaching and counseling conversations between the employee and a supervisor-shall be the first step in addressing conduct or performance concerns.

A. **Discipline Procedure**

Employees shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. The term "discipline" as used in this Agreement includes Human Resources- issued written warnings, reprimands, suspensions with or without pay, or other actions of a disciplinary nature.

Concerns or issues that have not been addressed by the supervisor or district after a year cannot be used in administering progressive discipline.

The specific grounds for disciplinary action will be presented to the employee and the Association no later than the time discipline is imposed. The employee or Association may request that discipline be done in-person. The employee or the Association may inquire as to the rationale for the level of progressive discipline issued.

B. **Just Cause Standard**

Just cause shall be determined based on the totality of the circumstances, which includes: fair notice, due process, consistent application, substantial evidence, equal treatment, and mitigating and extenuating circumstances.

1. Written Warning
2. Written Reprimand
3. One-day suspension without pay
4. Further suspensions without pay

5. Termination

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize the severity of an offense may provide just cause for the acceleration of the above progression of discipline up to and including termination.

The appropriate level of discipline shall be at the sole discretion of the Administration.

Nothing in this section of the agreement shall be intended to limit the district's ability to provide coaching and counseling in areas deemed necessary by the Administration.

C. **Grievance Procedure**

An employee so affected by the language of this Article (7), except a probationary employee, may file a grievance protesting the Board's disciplinary or discharge action. A grievance protesting a discharge shall commence at Step 2

D. **Representation**

A paraprofessional shall at all times be entitled to have present a representative of the Association when they are being disciplined. The district shall inform the Association when a paraprofessional is subject to a meeting that may result in disciplinary actions. When a request for such representation is made, no action shall be taken with respect to the paraprofessional until such representative of the Association is present. If the district believes it is necessary to continue an investigation or that the paraprofessional poses a risk to students or staff, then the district has the authority to put them on paid administrative leave.

E. Evaluation

In the event a paraprofessional is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.

The contents of a performance review shall not be part of nor replace a step of the progressive discipline process in B. above.

F. Files

1. Verbal warnings and memorandums of record are considered non-disciplinary and will not be included in a paraprofessional's Personnel File.

2. Paraprofessional Review of File: A paraprofessional shall have the right to review the contents of all records placed in their Personnel File and to have a representative of the Association accompany them in such review.

3. Other Review: Other examination of a paraprofessional's Personnel File shall be limited to qualified supervisory personnel and human resources staff. The exception would be if an Association representative reviews such files when necessary for contract administration purposes or to provide the bargaining unit employee representation in other administrative or legal proceedings.

4. Contents: Each paraprofessional's Personnel File shall contain but shall not be limited to the following:

   a. All original application materials
   b. Letter of offer of position or contract
   c. All paraprofessional evaluation reports.
   d. Credentials
   e. College placement material, including official transcripts.
   f. Copies of official personnel action.
   g. Letters of commendation.
   h. Other materials mutually agreed-upon.

5. Copies and Notification: Paraprofessionals shall receive copies of all materials in the Personnel File and shall be informed as soon thereafter as is feasible if a Freedom of Information Act (FOIA) request is submitted for any information.

6. Memorandum of Record: A Memorandum of Record (MoR) is a non-disciplinary verbal or written communication from a building administrator or supervisor. Such record, if written, shall be kept by the building administration or supervisor. If there are no further incidents of the same or similar nature and upon request of the employee or the Association, the MoR may be expunged from the principal's file after two years.

7. Exclusions: No coaching and counseling documentation, verbal warnings, documented or not, or Memorandums of Record (MoR) shall be contained in a Paraprofessional's Personnel File. A copy of any such documentation shall be provided to the paraprofessional.

8. Expungement: The paraprofessional or the Association may request to expunge discipline or complaints contained in the paraprofessional's Personnel File. When this request is made, expungement shall be given strong consideration for discipline below the level of "further suspensions without pay." If the District denies the request, it must provide a written explanation as to the reason. For Step 1 (written warning) and Step 2 (written reprimand), the discipline shall be expunged after two years if there are no further infractions of the same nature should the employee request this. All other Expungement decisions are at the discretion of the District.

9. Leaving Employment:-Upon request of the employee or the Association, a written record of discipline may be removed from the paraprofessional's Personnel File when they leave the District.

10. Complaints: If the District investigates a complaint against a paraprofessional, the paraprofessional will be notified. Once the investigation is concluded, only substantiated material may be placed in a paraprofessional's Personnel File and only after the paraprofessional has had an opportunity to review the material.

    Complaints shall not be usable for the purposes of annual performance evaluations unless the complaint is substantiated. Unsubstantiated complaints may not be used as any basis of disciplinary action nor as a part of any additional ongoing incidents of a substantially related nature. No complaints in the file may be used as a part of any additional ongoing incidents of an unrelated nature.

11. Paraprofessional Response: The paraprofessional may submit a response regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the disciplinary record or other material is released to a third party, the attached response shall also be released with it at the discretion of the paraprofessional.

    When disciplinary-related material is to be placed in a paraprofessional's file, the affected employee shall be offered an opportunity to review and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

12. Incorrect Information: If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the employee or the Association can request the material be corrected or expunged from the file if appropriate. This is subject to the grievance process.

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	

3. 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.

4. The District shall be prohibited from contracting services outside of the bargaining unit that pertain to the work performed by members of the unit unless such contracting is mutually agreed upon, in writing, by the Association and the District. In such cases, the contracted service shall exist for no longer than one-year and then shall be made a permanent part of the unit.

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, 2027, shall earn a full year of service credit for the 2026/27 school year. Thereafter, for each school year employed, the paraprofessional shall earn an additional year of service credit.

2. An employee shall acquire seniority after ~~he/she~~ they have completed ~~his/her~~ their probationary period. ~~His/her~~ Their seniority date shall be ~~his/her~~ their first date of hire in a position represented by the Association.

3. 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.

4. Seniority shall be lost, and an employee shall be removed from the 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 workdays.
   c. If they are discharged.
   d. If they fail to return to work from a layoff within the three (3) workdays following the date of the written notification of recall to his/her last address on file with the Board.
   e. If they overstay 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

5. **Probationary Period and Leave**
An employee shall acquire seniority after they have completed their probationary period. Their seniority date shall be their 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.

C. **Layoff & Recall**

1. In the event of a reduction in force, the employee with the least seniority in the bargaining unit shall be displaced first. In the event of a tie in seniority, written evaluations or discipline 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. 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 they are recalled.

4. Should a position eliminated be reinstated within one year of its elimination, the staff person reassigned from that position shall be provided the opportunity to return to that position or a similar position. If the position is reinstated by September 30th the return will not require administrative approval. If the position is reinstated after September 30,th the District and Association shall meet to determine the assignment. If two or more paraprofessionals were assigned to that building, the most senior paraprofessional ranked satisfactory in their 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. Vacancies

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. Evaluation, qualifications, attendance, and seniority. Seniority will be the controlling factor where an administrator cannot choose between qualified internal applicants for a vacancy.

E. Voluntary Transfer

1. By the end of each school year, the District shall send a "Assignment Request" form to all paraprofessionals to seek input on their placement and assignment for the following school year. The form shall ask the paraprofessional to list their top three placement choices and positions that would not suit their abilities. The District will strongly consider each paraprofessional request.

2. The District shall notify all employees by email in the bargaining unit of permanent new position vacancies. The District shall maintain the internal posting for five (5) workdays.

3. An employee who desires to be considered for a voluntary transfer to an open position 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.

4. Normally, a voluntary transfer will not be granted if such a transfer would result in the employment of a new employee while a qualified employee is laid off.

5. In the event an employee is not granted a voluntary transfer, upon submitting a written request, the employee

will be provided reasons based on the factors stated in subsection D and what is best for staff and students.

F. Involuntary Transfers

1. The parties agree that the Administration has the right to make an involuntary transfer to a vacant position.

2. If a paraprofessional position or program is being reduced or altered in a way that would result in transfers, the District will share such changes with the Association and shall provide evidence-based reasoning for doing so. The Association may engage in discussion with the District about alternative options to involuntary transfers~~,~~

3. The District agrees that involuntary transfers are to be minimized. If involuntary transfers are necessary, paraprofessionals who may be affected by the transfer shall be notified as soon as possible.

   The District should strongly consider the ability of the paraprofessional to fulfill the job responsibilities and permit the paraprofessional to provide reasoning as to why certain positions would not be suitable for them before the transfer decision is made.

   If a paraprofessional receives a placement and has concerns about that placement, they may request a meeting with the District to express their reservations and offer alternatives.

4. Involuntary transfer to a lower-classification shall not occur without mutual agreement between the affected paraprofessional and the District.

5. The District will give strong consideration to each paraprofessional's preference request and shall use seniority and relevant qualifications in determining placement.

6. In the event an involuntary transfer request is made ~~occurs~~ after the start of the school year, the Administration will meet with the affected employee and a representative of the Association to discuss the reasons. The involuntary transfer shall only occur with the mutual agreement of the member and the District. There should be no loss in pay or benefits.

G. The parties agree that final decisions on the assignments, retention, and/or recall of an employee, shall be the right and responsibility of the Board.

H. 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.

ARTICLE 10
GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

B. **Step One**

An employee or one (1) member of a group of employees may file a written grievance with the immediate supervisor or appropriate Board representative within the ten (10) days immediately following the event or condition, or awareness of an 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 written grievance. During this meeting, all the known facts and the Agreement's written term(s) claimed to have been violated will be stated-(moved to third paragraph)

The written Step One grievance shall contain the aggrieved employee's signature. In lieu of signature, the aggrieved employee may be copied by email on the submission of the grievance. All the related facts including date of alleged violation, the date of submission, and the Agreement's written term(s) claimed to have been violated, will be contained in the written grievance. The disposition of a Step One written grievance will be signed and dated by the Board representative rendering it. The Step One written disposition of the grievance will be issued within the next ten (10) days immediately following the Step One meeting by the immediate supervisor or appropriate Board representative.

The aggrieved employee and two (2) Union representatives 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 as provided for above in Step One. If the Step One grievance is received by the Assistant Superintendent to Human Resources, the Step Two Grievance may be submitted in writing to the Superintendent or his/her designee. The submission of the Step Two grievance shall be within the ten (10) 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 Three disposition of the grievance will be issued in writing within the ten (10) days immediately following the Step Two meeting.

Step Three - Arbitration

If the grievance is still unsettled, the Association may, within ten (10) working days after the Step Two disposition 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 unless the filing or appeal is pending a disposition. Failure to render a disposition within the time provided shall be the basis of the grievance being awarded to the Association or the employee who filed the grievance.

E. The term "days" when used in Section B above shall mean all workdays (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 or 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 their designee.

Investigation and processing of grievances by the Executive Director of the Association or their 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 they shall receive their 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. **Easter Monday**

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 and JOB RESPONSIBILITIES

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.

Starting with the 27-28 school year, the workday for all paras shall be a seven-hour and thirty-minute day (7.5), inclusive of a (10) ten-minute break and exclusive of a (30) thirty-minute lunch. The daily schedule for is determined by the building principal.

B. Lunch and Break

Paraprofessionals shall have a continuous duty-free lunch and break period totaling forty (40) minutes; thirty minutes shall be an unpaid lunch, and ten minutes shall be a paid break. Through mutual agreement, Paraprofessionals may choose to work during their lunch period, including eating their lunch while supervising students at lunch or responding to events that may occur. Paraprofessionals who agree to forgo their duty-free lunch period on a regular basis shall be allowed to take a duty-free lunch period when requested.

A paraprofessional may voluntarily waive their duty-free lunch in exchange for pay or an adjustment in the start or end of their daily schedule with supervisor approval. For example, a paraprofessional who is normally scheduled to work a 7.5-hour day may report 30 minutes after their regularly scheduled start time or end 30 minutes before their regularly scheduled end time. If, instead of a shortened day, the paraprofessional is paid, the total daily regular workday cannot exceed 8 hours. The paraprofessional would still be eligible to accept an extra assignment that went beyond the eight-hour day, such as bus support or other after-school duties.

C. Work Year

The work year for all paraprofessionals follows the teacher work year, including professional learning days.

The District shall strive to provide paraprofessionals with their tentative placement by August 1st.

The first week of work before students attend, aligning with the District calendar, shall be used for professional development and training as determined by the BAP-BPS Professional Development Committee. With mutual agreement between the paraprofessional and supervisor, a paraprofessional may work an additional day during this first week.

For the 2026-27 school year only, paraprofessionals who, for personal reasons, cannot attend the professional development sessions during this week should inform their building administrator. For the 2026-27 school year, paraprofessionals will not be paid for non-attendance; neither will they be docked a PTO or any leave day.

D. Preparation Time

If possible, during the regular workday, arrangements will be made to provide preparation time of twenty (20) minutes per day.

E. School Closing

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.

F. Professional Development

1. The District shall provide a program of professional development opportunities for paraeducators each school year. This professional development will be assigned by the District.

2. The Association and District will establish a committee to discuss topics for the professional development program.

3. A professional development calendar shall be provided to all paraprofessionals by the beginning of the next school year.

4. Professional development opportunities may include:
   - Participation in all professional development provided to the teaching staff regarding the implementation of new, revised or updated curriculum or technologies in the district
   - Student management
   - Special Education
   - CPI and/or De-escalation Training
   - Teacher-Paraprofessional Collaboration Training
   - Such further topics found appropriate by the parties.

5. Any professional development attended outside the regular workday is not required, unless otherwise agreed to by the Association and the District. Paras will be paid their regular rate for this time.

6. Building administration shall invite support staff to any after-school PD where appropriate and pay those support staff who attend.

7. Each year, paraeducators will be required to complete a yearly online training. The training must be completed by October 1 of each year. Professional learning time will be provided for paraeducators during

the workday to complete the online training.

G. Training and New Job Responsibilities

Additional or new technology or job responsibilities that may have a significant effect on the working conditions, hours and wages of the employees covered by this agreement shall be shared and discussed with the Association and affected employees either before the upcoming school year or before implementation. Necessary training shall be provided before implementation. The Association may request a meeting to discuss significant changes in job responsibilities. The supervisor or District representative shall take into consideration the employee's suggestions regarding implementation of the new responsibilities.

The District agrees to give any employee who is transferred to another room, building, or classification, shall, before the start of the new position, be provided additional training and a reasonable time to learn and become proficient at the new responsibilities. This may include having an on-site mentor.

ARTICLE 13
INSURANCE PROGRAMS

~~A.~~ Insurance Program Provisions

The Board will provide each eligible employee who makes a timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and their eligible dependents 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, BPS will contribute to the secretary's 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. This formula shall apply for the medical benefit plan coverage year and for each subsequent medical benefit plan coverage year from January 1 through December 31, subject to statutory amendments and IRS regulations.

Employee contributions for costs exceeding the Board's statutory maximum contribution shall be paid through twenty (20) equal payroll deductions.

2. The District shall hold its regularly scheduled Open Enrollment period on insurances available to employees.

2. 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.

3. 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 that 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.

4. For the term of this Agreement, employees selecting vision and/or dental coverage will pay 10% of the premium. All employees shall pay 10% of the premium for Long Term Disability Coverage.

B. Medical Coverage for the 2026-27, 2027-28, and 2028-29 School Years:

1. For the duration of this agreement, the following MESSA health benefit options shall be offered to eligible

employees, and an employee may choose health benefits from plans decided by the joint Association-District Health Committee

The District will offer a MESSA federally recognized high-deductible plan that provides for the establishment of a Health Savings Account, in which employees may participate. If a MESSA Choices plan is offered, employees selecting the Choices program may participate in a Flexible Spending Account plan.

1. The Board will publish plan documents which gives details of the benefits available on the district's website.

The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse or dependents of an employee who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere; for example, by virtue of the employment of the spouse.

This coverage shall remain in effect during the duration of this Agreement.

Health Committee: If either the District or the Association makes a request, then the parties shall form and participate in an insurance committee to review health and other insurances issues at least two months prior to Open Enrollment for the next plan year. Should the committee issue recommendations regarding possible changes to coverage or other matters relating to insurance, the parties will initiate bargaining with 45 calendar days of receipt of the recommendations. This does not mandate a change in the insurance coverage provided during the terms of this Contract or other matters relating to insurance.

C. New Employees

A new employee shall be eligible for single subscriber after (3) three months and at any level of insurance coverage after six (6) months of service

D. Spouse Employment

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.1., above, and the other shall choose this cash in lieu option. This section, above, 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 this Agreement.

E. Life Insurance

Upon application by a permanent and full-time employee, the Board shall provide group term life insurance coverage in the amount of $45,000, and $5,000 of which shall be through MESSA. Life insurance shall include accidental death and dismemberment.

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

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.

F. Continuation of Health Coverage

An employee who is on a leave of absence in accordance with Article 6 or who is laid off in accordance with Article 9 shall continue to have the Board provide the insurance coverages set forth in Section A above for the first three months immediately following the month the leave of absence, or layoff becomes effective and after, subject to the approval of the insurance carriers. Such an employee on a leave of absence or who is laid off who elects to have these coverages continued during the following nine (9) months or until the termination of the

layoff or leave of absence, whichever occurs sooner, shall pay directly to the Board the total and current monthly premium for the insurance coverages continued for the employee on this basis.

The three (3) months of extended health insurance provided under this provision will not be applicable to employees on a leave pursuant to Article 6 (F), Union Business, and (H), General Leave, of a month or more in length.

G. **Coverage Proration**

The coverage set forth in Section A and B above shall apply to all permanent employees.

30 hours or more a week: All employees whose regular work week is thirty (30) hours or more may elect to take District-provided health insurance, where the Board will pay the full hard cap amount for each employee.

20-29 hours a week: All employees whose regular work week is between twenty (20) and twenty-nine (29) hours who elect District-provided health insurance shall pay 1/4 the monthly premiums for insurance.

Less than 20 hours a week: Employees scheduled to work nineteen (19) hours or less per week and elect to take District-provided health insurance shall pay one-half (50%) of the monthly premium for insurance.

F. **Dental Insurance**

1. **Level of Benefits:** The Board shall provide all eligible permanent and full time employees, i.e., those employees who have acquired seniority and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five straight time hours per week, dental insurance coverage (100%, 80%, 80%, 80% and maximum annual coverage $1,000 per person) as specified and limited according tothe following description:

   - **Class I:** 100% of customary and reasonable fees. Oral Exam, Prophylaxes, Topical Fluoride, Emergency, palliative, two cleanings in 12 months.
   - **Class II**: 80% of customary and reasonable fees. Radiographs, restorative, gold crowns, jackets, oral surgery, endodontic, Periodontic.
   - **Class Ill**: 80% of customary and reasonable fees Construction and Replacement of Dentures and Bridges: Gold: Inlay or onlay, gold fill, gold crowns.
   - **Class IV**: 80% of customary and reasonable fees. Orthodontics: $1,000 lifetime maximum per eligible dependent to age 19 years old.

2. **Provisions:** 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 6 of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

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

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

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

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

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

Subject to all of the foregoing provisions, an employee-shall receive fully paid dental insurance that is set forth in F, 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 Plan**. 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 Plan.** The Board shall provide long-term disability insurance through MESSA for 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 workday and thirty (30) hours per work week.
   a. 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 $2,000 month.

   b. 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.

   c. The employee's straight time monthly earnings shall be computed by dividing regular straight time annual earnings by twelve (12) months. 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 plan.

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

   e. On the expiration of an employee's PTO leave and any donated days received by the employee, they 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.

   f. The request for this coverage may not be made until the ninetieth (90^{th}) calendar day following the employee's first day absent from work.

   g. An employee may request the early implementation of this coverage on one (1) occasion throughout their employment in a position covered by this Agreement.

3. **Vision Care Program**.
   For those who choose the traditional plan, the district will continue to offer Blue Cross Blue Shield of Michigan VSP or a similar program, which includes an annual eye examination and an annual pair of frames and lenses or contacts. Employees who choose vision only will continue to receive BCBS Series A-80 benefits.

4. **Board Obligations and Liability**

The Board, by the payment of the premium for the insurance coverage provided herein, totally satisfies and limits any and all the obligations it has, as set forth herein. It is also agreed a disagreement, dispute, or difference of opinion that may arise on benefits, coverage, eligibility, etc., shall not be the subject of a grievance or form the basis of any other similar action by the employee against the Board or the Union.

The Board, by payment of the premium payments required to provide the insurance coverage and the proper discharge of all other obligations set forth in Article 14, Insurance Programs, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be as set forth in the insurance carriers' policies, contracts with the Board and their rules and regulations.

The failure of an insurance carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Union, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

J Worker-Related Injury Absences

1. Student Caused Injury and Accident

- **Benefit:** In the event an employee is absent from work due to a student-caused accident or injury while performing assigned duties, the District shall pay the employee the difference between their regular full salary and any benefits received under the Michigan Worker's Disability Compensation Act. This wage differential shall be paid for a period not to exceed 180 calendar days from the date of the accident.

- **No Leave Days Charged**: Absences resulting from a student-caused injury or accident during the one hundred eighty (180) calendar day period specified in Section 1 shall not be charged against the paraprofessional's accumulated PTO or any other accrued paid leave days.

- **Transition to Long Term Disability:** If the employee remains unable to return to work following the conclusion of the one hundred eighty (180) calendar day period, the employee may transition to Long-Term Disability (LTD) benefits, subject to the eligibility terms, conditions, and provisions of the District's LTD insurance policy

2. Non-Student Caused Injury or Accident

Any employee who is absent because of an injury, other than that defined in Section 1, 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 their regular bi-weekly gross earnings, to the extent and until such time as such employee shall have used up any sick pay provided herein.

Any employee who remains on workers' compensation leave for eight or more calendar days shall be given the option to use prorated 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.

3. Should the employee choose to contest the recommendation of the District's physician before the legal 28-day period, the employee may seek a second opinion from their own physician at their own expense before being required to return to work. The recommendation of the employee's physician shall prevail unless the District exercises its authority to challenge the recommendation of the employee's physician with a neutral third-party medical examination. If the neutral third party agrees with the employee's own physician's recommendation, then the district shall reimburse the employee for the cost of the examination.

4. The parties acknowledge that both short-term and long-term disability benefits are offset by workers' compensation benefits.

ARTICLE 14
SEVERANCE

A. Service Credit Renumeration

Each paraprofessional upon completion of their fifteenth (15) year of service to the BPS district, and upon resignation for the purpose of retirement, or resignation due to illness or death shall receive payment of two hundred dollars $200 for each year's service to the district.

Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Human Resources if eligible for the retirement severance pay.

The District shall check the official school records to determine if the employee is eligible. The employee who shall receive the terminal pay funds through a 403b account.

B. Pay for Unused PTO

Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated PTO Leave days (210 hours) will, upon voluntary resignation for the purpose of retirement from Birmingham Public Schools receive a payment of forty ($40) for each accumulated PTO day up to a maximum allowable accumulation of 1,350 hours based on Paragraphs (A)(2)(a)-(d).

ARTICLE 15
MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement shall supersede any rules, regulations, or practices of the Board that are 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. Copies of the Agreement

Within thirty (30) days after the parties sign this Agreement, the Board will provide the Association with ~~twenty (20)~~ forty (40) 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. Reimbursement

1. 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.

2. 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.

F. 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.

G. Participation in Interviews

The Association will be provided an opportunity to select a representative of the bargaining unit to participate in the interview process when the district is seeking to hire for a position covered by this Agreement.

H. Staff Issues and Concerns

Members should discuss issues with their immediate supervisor. If the issue cannot be easily resolved, the supervisor will gather information and staff input in order to resolve the issue. Members have the right to have a concern or issue considered, investigated, and responded to or acted upon. A member may elect to have a union representative assist with resolving the issue or concern.

J. Labor-Management Council (LMC)

The parties agree to the establishment of a Labor-Management Council. The purpose of the LMC is to discuss, review, and resolve problems or concerns regarding the implementation and maintenance of the Collective Bargaining Agreement and to maintain positive labor-management relations by addressing contractual issues

or disputes between the parties. The LMC shall meet up to five (5) times a year. The members of the LMC will determine meeting dates at the beginning of the school year. Meetings may be cancelled by mutual consent.

K. Special Conferences

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.

L. Accommodations

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.

M. Medical Procedures

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.

N. Emergency Manager

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.

O. 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:
   - Absences when sick days or donated days may be used pursuant to Article 6
   - Absences permitted as a personal business day pursuant to Article 6

- Absences resulting from the use of a day by arrangement pursuant to Article
- Absences resulting from childcare leave pursuant to Article 6
- Absences resulting from a leave granted pursuant to Article 6

2. 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.

3. 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.

   Unexcused absences shall result in the following disciplinary action being taken:
   - 1-2 unexcused absences may result in a verbal warning
   - 3-unexcused absences may result in a written warning
   - 4-5 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

4. If there is a pattern of consecutive PTO days used for personal illness, 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.

5. Administration may discuss with employees when they notice a pattern of concern with their use of PTO days even if the employee does not exceed the contractual amount of days.

6. An employee who fails to report to work without providing notification of their his/her absence to the AESOP System for three (3) consecutive days shall be considered to have voluntarily terminated their his/her employment.

7. An employee must use all accrued leave time before going unpaid. The District may elect to make an exception to this rule if requested. Supervisors must approve any requests for employees to enter an absence as unpaid.

8. 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).

9. When the District moves to the New employees shall be trained on the attendance program when they are hired. If there is a change in the reporting of attendance, paraprofessionals shall be provided training before implementation or at the beginning of the school year attendance electronically, employees will be provided training prior to the implementation of the program. A written copy of these procedures shall be provided to paraprofessionals each year.

P.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 a 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.

6. **Student Assault**

   a. **Notification and Support**
   Any case of alleged physical assault upon an employee by a student shall be promptly reported in writing to the Superintendent or their designated representative. The District will advise the employee of their legal rights and responsibilities regarding the incident, including the process for filing a law enforcement report. The employee shall complete an incident report, which includes an option to request district legal assistance. Provided the employee cooperates fully with law enforcement, the District will provide reasonable administrative assistance in connection with the handling of the incident by law enforcement.

   b. Staff Assignment and Safety
   An employee who is determined by the District to have suffered physical injury as a result of a student assault during the performance of their duties shall, upon request, be reviewed for potential temporary reassignment. The District will make reasonable efforts to adjust the employee's schedule, classroom assignment, or duties to minimize further direct contact with the student involved, provided such adjustment does not disrupt the educational programming of other students or violate staffing requirements. Such temporary reassignment shall occur without loss of contractually bargained pay or standard benefits.

   A temporary reassignment may become a permanent reassignment at the paraprofessional's request and if the District can reasonably and legally accommodate the request.

   - **Student Disciplinary Placement**
   The District will address student discipline in strict accordance with the Student Code of Conduct, the Michigan Revised School Code (including MCL 380.1311a), and applicable federal guidelines. If the IEP

team will be convening, paraprofessionals will be afforded the opportunity to complete information sheets regarding their observations of students. The District shall share in writing with the staff member its determination and rationale for the imposed discipline.

ARTICLE 16
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 17
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 18
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 19
DURATION OF AGREEMENT

This Agreement initially became effective as of September 15, 2026, and shall continue in full force and effect until 11:59 p.m., June 30, 2029. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2029, 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

_____
Madelyn Phillips
Vice President

_____
Joseph McCarty
Treasurer

_____
Jody Drobot

_____
Ulipamwe Amagulu

_____
Jena Turk

_____
Scott Warrow
MEA Executive Director

BIRMINGHAM PUBLIC SCHOOLS

By _____
Dr. Susan Smith
Asst. Superintendent for Human Resources

_____
Cory Heitsch
Deputy Superintendent

_____
Dr. Embekka Roberson
Superintendent

_____
Nicole Spencer
Board of Education, President

_____
Jennifer Rass
Board of Education, Vice President

SCHEDULE A
COMPENSATION

Increments

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

Additional Hourly Stipend

Special Education: An additional **$1.10** hour will be paid to paraprofessionals assigned to "Supported LRC," the ASD/CI/EI/ECSE programs, and paraprofessionals in certain other specialized assignments. An additional $.25/hour will be paid to LRC paraprofessionals.

Alternative Education/ESL/ELL: Paraprofessionals in the Alternative Education Program and ESL/ELL paraprofessionals hired before June 30, 2023 shall continue to receive the stipend, and All those hired in these positions after that date shall not receive the stipend.

Security Personnel: Former Law Enforcement Officers will receive an additional stipend of $3.00 per hour. Security Personnel-shall be eligible for the additional $1.10 per hour stipend.

Change of Position: If a paraprofessional is assigned to a position that qualifies for the additional hourly stipend, the employee shall be guaranteed to be paid the additional hourly stipend in the event they are involuntarily transferred to a position that does not qualify for the stipend.

Extended School Year

Paraprofessionals who agree to work extended school year shall be paid at $3/hour above their regular rate.

Longevity

- Employees with **5** or more years of consecutive service as a paraprofessional in the District as of their hire date in the BPS will receive longevity pay in the amount of **$.75/hour**
- Employees with **10** or more years of consecutive service as a paraprofessional in the District as of their hire date in the BPS will receive longevity pay in the amount of **$2.50/hour**
- Employees with **15** or more years of consecutive service as a paraprofessional in the District as of their hire date in the BPS 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 hire date in BPS will receive longevity pay in the amount of **$3.00/hour.**

HOURLY WAGE SCHEDULES
2026-2029 School Years

	2026-27	2027-28	2028-29
Step 1			
Step 2	**$18.15**		
Step 3	**$18.90**	**$19.15**	
Step 4	**$19.65**	**$19.90**	**$20.15**
Step 5	**$20.40**	**$20.65**	**$20.90**
Step 6	**$21.15**	**$21.40**	**$21.65**
Step 7	**$21.90**	**$22.15**	**$22.40**
Step 8	**$22.65**	**$22.90**	**$23.15**
Step 9	**$23.40**	**$23.65**	**$23.90**
Step 10	**$24.15**	**$24.40**	**$24.65**
Step 11	**$24.90**	**$25.15**	**$25.40**
Step 12		**$25.90**	**$26.15**
Step 13			**$26.90**

Wage Scale

- Remove Steps 1 2026-27; paraprofessionals who worked the 2025-26 school year will placed on Steps 1 and 2 shall move to Step 3, and paraprofessionals newly hired at Step 1 will be placed on Step 2.
- Remove Step 2 in 2027-28
- Remove Step 3 in 2028-29
- For 2026-27, any retroactive wage earnings based on the compensation rates agreed to in this Collective Bargaining Agreement for contractual work performed after July 1st shall be paid to eligible paraprofessionals upon ratification.
- For each year of the contract, paraprofessionals will move up one step. starting on July 1st

The entry-level step is the highest placement for persons without previous experience as an aide, paraprofessional, teacher, or security personnel experience.

The Association and District agree to form a Pay Equity Committee to research and assess employee pay discrepancies, focused on those paraprofessionals who have been "leapfrogged" by the hiring of new employees at higher pay rates over the last five year

EXHIBIT A

A committee composed of BPS and BAP shall meet during the 2026-27 school year to assess the current evaluation system and proposed changes to be implemented in the 2027-28 school year.

BIRMINGHAM PUBLIC SCHOOLS
PARAPROFESSIONAL/PARAEDUCATOR EVALUATIONS

The purposes of the paraprofessional evaluation plan are to:

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

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

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

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

A. Each paraprofessional will have a pre-evaluation communication. In the event goals are deemed necessary by the evaluator, a goal conference will be conducted.

B. The final evaluation shall be based on the observations made and the information received, if any, from the other staff with whom the paraprofessional works.

C. In the event that a paraprofessional is found to be overall 'unsatisfactory' a plan of improvement will be developed by the administrator(s), in consultation with the paraprofessional and Association representative.

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

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

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

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

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

Paraprofessional Evaluation

Evaluation of:_____

Date:_____

Employee's Initials:_____

	Satisfactory	Needs Improvement	Unsatisfactory	Comments must be provided for a Needs Improvement or Unsatisfactory rating
1. Relationship With Students Is able to relate effectively with students and is supportive of their needs.	□	□	□	
2. Relationship With Staff Observes professional ethics and works collaboratively with other staff members.	□	□	□	
3. Attendance/Punctuality Routinely is present at work and conforms to work schedule.	□	□	□	
4. Personal Appearance Is neat/appropriate in dress.	□	□	□	
5. Job Knowledge Is able to organize and expedite the completion of work through knowledge of procedures, policies, etc.	□	□	□	
6. Job Skills Demonstrates skills necessary to perform the duties as assigned.	□	□	□	

7. Quality Of Work Completes assigned tasks as expected.	□	□	□	
8. Responsibility/Dependability Is able to and is consistent in carrying out work with minimum supervision and direction.	□	□	□	
9. Composite Evaluation	□	□	□	
Goals for future growth:				

_____ Date:_____

Signature of Evaluator

_____ Date:_____

Signature of Paraprofessional

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

Birmingham
PUBLIC SCHOOLS

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

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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 paraprofessional 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 _____