

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

WORKING REGULATIONS
FOR
PARAPROFESSIONAL AIDES
CHAPTER I READING AIDES
SPECIAL EDUCATION AIDES
HIGH SCHOOL VOCATIONAL EDUCATION AIDES

EFFECTIVE DATE: JULY 1, 2009, – JUNE 30, 2012

“It is the school district’s policy not to discriminate on the basis of gender, religion, race, color, national origin, age, height, weight, marital status, disability or retaliation in education programs, activities or employment.”

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MENOMINEE AREA PUBLIC SCHOOLS
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WORKING REGULATIONS FOR PARAPROFESSIONAL AIDES

EFFECTIVE DATE: JULY 1, 2009

RECOGNITION

The Board of Education recognizes that these working regulations pertain to part-time (less than forty (40) hours per week) paraprofessional aides, including all Title I Aides, at Risk Aides, Special Education Aides, Vocational Aides, and regular education aides.

BOARD'S RIGHTS

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

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

I. SICK LEAVE - Absence in case of personal illness.

1. "All full-time paraprofessional aides (6 hours per day, 5 days per week) absent from duty on account of their own personal illness, shall be paid their hourly salary for their regular assignment for up to ten (10) days during any one (1) full school year, earned at a rate of one day per month worked, excepting when additional sick days have been accumulated in that employee's sick bank. Part-time paraprofessional aides (less than 6 hours per day, 5 days per week) will earn their sick days at the prorated rate of their assignment. Aides working six (6) hours per day requesting sick leave may have their accumulated leave reduced in full or half-day increments. Aides working less than six (6) hours per day shall be reduced one full day for each leave request."
2. "The total unused portion of the sick leave may accumulate to one hundred (100) days. One (1) sick leave day shall be granted to each aide at the time of his/her employment. Additional sick leave days may be accrued at the rate of one (1) additional day per month, up to a maximum to which their

terms of employment entitles them annually. Eligibility for additional days earned shall be pro-rated on the basis of a six (6) hour work day.

3. Up to one-half (1/2) of an employee's annual sick leave days may be used by the employee for the serious illness of his/her immediate family. Immediate family means the employee's own spouse, child, dependent, parents or parents-in-law. Serious illness means illness that requires the services of a physician. These days may be used for a members parents if they have used all personal days.
4. The Board of Education of the Menominee Area Public Schools reserves the right to require proof of personal injury or sickness by a doctor's certificate, when returning from sick leave.
5. An employee whose personal illness, as certified by a duly licensed physician, extends beyond the expiration of his/her paid sick leave, may be granted a leave of absence, without pay, by the Board of Education, for the duration of his/her illness, not to exceed one (1) year. Request for such leave shall be made in writing to the Board of Education. The Board may require medical certification at any time that the employee is able to continue employment.
6. Near full-time employees (working 6 hours or more per day) who use less than four (4) sick leave days in the period of twelve months prior to the last day of June in each year of this Agreement will receive one-hundred (\$100.00) dollars on the first pay period thereafter. Part-time employees (working at least 3 hours per day) who use less than four (4) sick leave days in the period twelve months prior to the last day of June in each year of this Agreement will receive fifty (\$50.00) dollars on the first pay period thereafter. This incentive is only available to full and part-time professional aides who have been employed for the full school year for which the incentive has been requested.
7. A pool of not more than thirty (30) non-accumulative days will be established each year to be used by paraprofessional aides who have used all other available paid leave. Days may be used from the bank for long-term continuous illnesses, medical operations, or injuries. A committee consisting of two (2) paraprofessional aides and two (2) central office administrators will review and make a determination FOR EACH REQUEST MADE to use the sick leave bank. In the event the committee cannot make a decision, the superintendent shall render a final decision. In the event that more than ten (10) days is granted, the total individual allotment shall not exceed twenty (20) days per school year.

8. When a professional aide is, or will be, continuously absent from duty for more than three (3) days, at the discretion of the building principal, a substitute aide will be employed after the third day. Exceptions may be made by the building principal when pre-existing or extenuating circumstances require a different course of action, i.e. a caretaker aide whose services are required daily through an IEP. All substitute aides, even if currently employed as part-time aides in the district for another part of the day, shall be paid according to the designated substitute rate of pay, not the aides salary schedule.

II. FUNERAL LEAVE

An employee may be allowed up to three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family.

Immediate family is to be defined as follows: mother, father, mother-in-law, father-in-law, step-parents, brother, sister, wife or husband, son or daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, legal counterpart of the above (legal guardian, etc.), or a member of the employee's household or any other situation approved in advance by the Superintendent of Schools.

III. PERSONAL BUSINESS

1. Regularly employed paraprofessional aides shall be entitled to two (2) days of personal leave per year. If an aide works less than 6 hours per day, the number will be prorated.
2. Charges for the use of these days shall be at the minimum rate of one-half (1/2) day per time used.
3. Requests for such leave shall be made one week in advance. In case of an emergency the administrator may waive this time limit.
4. Generally these days may not be used to extend holidays or vacations, or used during the first or last day of the school year. The Superintendent may consider exceptions to this rule in unique or special situations.
5. Personal leave days not used during a school year may be carried over to the next school year providing the total personal leave days at the beginning of any school year does not exceed four (4).

IV. JURY DUTY

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

V. PROBATIONARY EMPLOYEES

New employees shall be considered as probationary employees for the first ninety (90) days of their employment. The probationary period shall be accumulated within not more than nine (9) working months. When the employee has finished the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the first day of work of the most recent application. There shall be no seniority among probationary employees. Probationary employees shall be subject to discharge with or without cause or notice.

VI. LEAVE/ABSENCE/WORKING CONDITIONS

1. Leave of Absence: Leaves of absence without compensation may be granted for periods of up to one (1) year without loss of seniority for:

- (a) Serving any selected or appointed position
- (b) Maternity leave (in addition to benefits as are otherwise provided by law)
- (c) Illness leave (physical or mental)
- (d) Prolonged illness in immediate family
- (e) Educational leave

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

2. Short-term (day-by-day), unpaid leaves of absence: May be granted at the discretion of the employer. Requests should be made through the building principal and to the aide director.
3. Emergency School Closings: Aides will not report on days when school is closed due to emergency conditions. Aides will be paid for the first day in which school is closed for emergency reasons. If school is closed for additional days, aides will not be paid unless missed days are rescheduled. If missed days are rescheduled, professional aides shall report to work and be compensated for working their regular schedule.
4. Paraprofessional aides who are eligible to work will be paid their hourly rate, for their regular daily schedule, not to exceed 172 days per school year. In addition, the parties will negotiate additional days of service each year to be paid at their regular hourly rate. Additional days may be scheduled at the discretion of the administrator.

5. Aides shall provide the program director with two (2) weeks notice of termination.
6. Coffee and/or rest breaks: Employees that work at least 3 hours are entitled to break time in the amount of 5 minutes for every full hour worked. This will not exceed two (2) fifteen (15) minute break periods in a day.

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

1. Combining two (2) breaks into one (1) thirty (30) minute period.
 2. "Banking" break time from day-to-day, to:
 - (a) leave work early
 - (b) have a break at a different time during the day
 - (c) request compensatory time off
7. During in-service days, when students are released, all paraprofessional aides shall work their normal schedule. During these days, paraprofessional aides will be actively involved in the specific district or building in-service activity, or they will be provided suitable training or in-service appropriate to their needs as related to their job in the district. This determination will be made by the district or building administrator.
 8. When the student(s) who the aide is assigned to is absent from school, it is the employees responsibility to report this to their direct supervisor immediately. The supervisor will determine what duties the employee will perform during the period of the student absence. The employee may also choose not to work during the student absence.

VII. REDUCTION IN PERSONNEL

In the event of a reduction in the number of paraprofessional aides to be employed by the board, the following procedure shall be followed:

1. Probationary aides shall be laid off first, provided there are aides qualified to replace them, should their position be retained.

2. The order of reduction among paraprofessional aides shall be according to seniority and training/qualification requirements. A paraprofessional aide whose position has been eliminated shall be able to bump only the least senior paraprofessional aide providing equal or superior qualifications and/or prior in-district service can be documented.
 - (a) Competency shall be determined by the administration in terms of training and extent of experience.
 - (b) Effective 7/1/09, further seniority within the unit will be determined by the employee's length of service within the unit.
3. The order of "recall" shall be in accordance with the criteria listed in "2" above. An aide shall be entitled to recall and retain his/her seniority rights for the length of his/her seniority or two (2) years, whichever is longer.
4. Should an aide, who is on layoff, be recalled to work, such recall will be made by certified mail, return receipt requested, to his last known address on file in the school district's office. If the aide does not notify the district in writing, by certified mail, return receipt requested, within fourteen (14) days after such offer of his acceptance, then the aide shall have no further rights of reinstatement unless approved by the district in writing. It is the aide's responsibility to keep the district informed of his current address.
5. Any aide laid off and then recalled without loss of wages for his/her regular assignment must reimburse the district for unemployment paid.

VIII. COMPLAINTS BY EMPLOYEES (Paraprofessional Aides)

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

1. The employee shall discuss the complaint or problem with their assigned immediate supervisor.

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

IX. EVALUATION OF PARAPROFESSIONAL AIDES

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

X. ACTIVITY PASSES

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

XI. QUALIFICATIONS AND ASSIGNMENTS

1. General qualifications to be used in the hiring of paraprofessional aides:
 - (a) Minimum high school diploma, with some postsecondary training or experience preferred
 - (b) Demonstrated proficiency in the content areas or specialized services to which assigned
 - (c) Demonstrated proficiency in interpersonal relations and communication skills
 - (d) Demonstrated ability to maintain the same high level of ethical behavior and confidentiality of information as is expected of fully licensed teachers
 - (e) Such alternative to the above qualifications as the Board may find appropriate and acceptable
 - (f) Demonstrated proficiency as required to comply with No Child Left Behind Highly Qualified paraprofessional requirements

XII. NOTICE OF VACANCIES

The district shall publicize all paraprofessional aide vacancies by giving written notice to designated paraprofessional aide representatives and by posting said vacancy in every building during the school year for not less than five (5) days.

XIII. FILLING OF VACANCIES

1. All paraprofessional aide vacancies occurring (after September 30, 1998) will be made available to and filled by current employees based on seniority and qualifications among those who apply. If there are internal applicants, the district reserves the right to hire from a pool of those who apply. If there are no internal applicants, the district reserves the right to hire from a pool of external candidates using district-established criteria.
2. When a paraprofessional aide position is posted as "Temporary", and that position is filled by an aide already employed by the district, the time accrued in the temporary position will count towards the aide's overall district seniority. If the temporary position is not filled by a currently employed aide, the time accrued cannot be used to establish seniority.
3. If a currently employed paraprofessional aide accepts a temporary position, he/she will not have the right to arbitrarily bump into a less senior aide's position when the temporary assignment ends and results in a loss of hours and/or employment. Currently employed paraprofessional aides in temporary assignments will be able to apply seniority rights to all new vacancies posted during, or after the completion of, their temporary assignment.
4. Temporary positions will only be considered temporary for up to a maximum of one school year. Temporary positions that are continued without change beyond one school year, will become permanent positions. If a newly hired temporary aide's position becomes permanent, seniority will begin to accrue when permanent employment begins.

XIV. HOLIDAYS

All full-time and half-time seniority employees will be paid three (3) days at straight time, at their regular daily rate, for the recognized holidays: Thanksgiving Day, Christmas Day and New Year's Day. The employee shall be eligible for this holiday pay only if he/she works their last scheduled work day prior to the holiday, and their next scheduled work day after the holiday. An employee shall not forfeit their holiday pay if absent due to a verified personal illness and or paid sick leave, or if an employee is on Jury Duty, Funeral Leave, or a Personal Business Day.

XV. INSURANCE

The Board agrees to establish a group plan insurance option available to paraprofessional aides who work a minimum of 30 hours per week and agree to the following conditions.

- a. All premiums will be 100% employee paid
- b. The group plan selected must be mutually agreed upon by the district employee groups comprising the insurance group. In the event a mutually agreed upon plan cannot be determined, the Board reserves the right to rescind its offer to establish a group plan.

XVI. DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2009 through June 30, 2012. Wages and numbers of days worked will be negotiated by July 1, 2010 and July 1, 2011 for the second and third years of this agreement. The termination date may be extended upon mutual agreement.

For the Paraprofessionals

For the District

Date

Date

Date

Date

SALARY SCHEDULE 2006-2007
PARAPROFESSIONAL AIDES

APPENDIX "A"

A. WAGE & PAYROLL

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

B. PAY SCALE

EXPERIENCE

July 1, 2009 through June 30, 2011:

0-2 Years	\$ 9.20 per hour
2-5 Years	\$ 9.57 per hour
5-10 Years	\$ 9.77 per hour