

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

2025-26

2026-27

2027-28

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PREAMBLE

This Agreement is entered into, effective June 9, 2025, by and between the Board of Education of the School District of the City of Berkley, hereinafter called the "Board", and the Michigan Education Support Personnel Association, hereinafter called the "MESPA, through its local affiliate, the Berkley Education Association of Paraeducators, hereinafter called the "BEAP". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the BEAP as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I **Recognition**

Section 1 The Board hereby recognizes BEAP as the sole and exclusive bargaining representative of all Paraeducators, whether under contract, on leave, or on a per diem or hourly basis employed by the Board. Such representation shall cover all personnel assigned to newly created positions of a similar nature which are not principally supervisory and administrative. The Board agrees not to negotiate with or recognize any organization other than the BEAP for the duration of this Agreement.

Section 2 All personnel represented by the BEAP in the above-defined bargaining unit shall, unless otherwise indicated hereinafter be referred to as "Paraeducators".

ARTICLE II **BEAP/Board Responsibilities**

Section 1 The BEAP agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unlawful strike action, as said term is defined by the Public Employment Relations Act, unless the Board refuses to fully implement an arbitration award issued in accordance with this Agreement.

Section 2 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Act.

Section 3 The Board agrees to continue its policy of not discriminating against any Paraeducator on the basis of race, religion, color, national origin, sex, sexual orientation or transgendered identity, age, marital status or family status, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively "Protected Classes"), or membership or participation in, or association with the activities of any Paraeducator organization in the hiring or placement of Paraeducator personnel.

Section 4 Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board and the BEAP shall meet, as required, for the purposes of discussing grievances, Board policies and practices, and problems in regard to this Agreement.

Section 5 In the event criminal or civil proceedings are brought against any employee in the course of their employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee ultimately is found not guilty, the Board will fully reimburse the employee for legal counsel fees expended. The employee shall furnish the Board with a statement from their legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

Section 6

- A. Within 24 hours of any incident of assault/injury, a Paraeducator shall immediately report the incident to their immediate supervisor, submit a completed incident form, and seek medical treatment when necessary and/or directed to.
- B. In the event of legal action resulting from an incident of assault on an employee, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee is ultimately upheld by the courts in such action, the Board will fully reimburse the employee for legal counsel fees expended. The employee shall furnish the Board with a statement from their legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

ARTICLE III **Grievance Procedure**

Section 1 A claim by a Paraeducator, or the BEAP, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that a Paraeducator believes there is a grievance, the employee shall first discuss the alleged grievance with their immediate supervisor, either personally or accompanied by a BEAP representative.

Section 3 If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Paraeducator may invoke the formal grievance procedure through the BEAP. This discussion shall occur within fifteen (15) working days of the violation, misinterpretation, or misapplication.

A copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the Superintendent or their designee.

Section 4 Within ten (10) working days of receipt of the grievance, the immediate supervisor shall meet with the BEAP in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, their disposition of the grievance within ten (10) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 5 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the Superintendent, or their designee. Within ten (10) working days of receipt of the grievance, the Superintendent, or their designee, shall meet with the BEAP on the grievance and shall indicate, in writing, their disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 6 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the Board of Education. Within ten (10) working days, the Board of Education shall hold a hearing on the grievance and shall indicate, in writing, its disposition within ten (10) working days of such hearing, and shall furnish a copy thereof to the BEAP. This step may be waived by mutual agreement between the parties.

Section 7 If the BEAP is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided

above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, the employee shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that Judgment thereon may be entered in any court of competent jurisdiction.

Section 8 The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The arbitrator shall render their opinion only with respect to the particular grievance submitted and such opinion shall be binding upon the Board and the Association. It shall be the function of the arbitrator, and the employee shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. The employee shall have no power to change the legal substance of this Agreement.
- B. The employee shall have no power to establish salary scales.
- C. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from this Article.

Section 9 If any Paraeducator for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with full reimbursement of all compensation lost. If it is determined that a Paraeducator was improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to them and their record cleared of any reference to this action.

Section 10 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

Section 11 Notwithstanding the expiration of this Agreement, any claim, or grievance arising there under, and in process, may be processed through the grievance procedure until resolution.

Section 12 For the purpose of assisting a Bargaining Unit Member, or the BEAP, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Paraeducator and/or BEAP representative access to, and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which

pertain to the Paraeducator or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

Section 13 A Paraeducator, who must be involved in the grievance procedure during the work day, shall be excused, with the approval of the Deputy Superintendent of Schools and Human Resources, with pay for that purpose.

Section 14 If a grievance arises from the action of any authority higher than the immediate supervisor of the Paraeducator, the BEAP may present such grievance at the appropriate step of the grievance procedure.

ARTICLE IV **Working Hours and Compensation**

Section 1 The BEAP salary schedules are contained in Appendix A of this Agreement.

Y1 2025-26 Employees on Tier 2 in Year 2024-25 will move to Tier 1 on the same step. Employees on Tier 1 in 2024-25 will receive 1 step.

Y2 2026-27 Staff who were on Tier 1 upon ratification will receive 1 step.

Y3 2027-28 Foundation Allowance and Step Formula as follows:

For the 2027-28 school year, should the audited Fall count be equal to or greater than the audited Fall count from the previous fiscal year (inclusive of the District's Shared Time program), the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the adjustment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. In no event shall the salary schedule be less than the 2026-27 schedule.

Step movement:

Employees on a Step in 2026-27 will advance one full step if the net change in per pupil allowance in 2027-28 is at least \$175 or greater than the previous year.

Section 2 Longevity pay shall be paid by June 30th to all eligible Paraeducators covered by this Agreement who have completed the equivalent of 5 or more years of service as of the Paraeducator's anniversary date. If an eligible Paraeducator resigns/retires prior to June 30th, their longevity payment will be paid on their last paycheck. The longevity pay schedule is as follows for employees hired prior to the ratification of this Agreement:

6 – 10 Years	\$250
11 – 19 Years	\$350
20+ Years	\$500

For employees hired after August 30, 2010, the longevity pay schedule is as follows:

10 – 14 Years	\$250
15 – 24 Years	\$350
25+ Years	\$500

Section 3 Paraeducators are paid for hours worked, holidays, and/or approved paid leave time within that pay period. A pay period shall be the two-week period ending the second Friday prior to the pay date.

Section 4 Each Paraeducator shall receive an additional eleven (11) days pay based upon their regular daily pay as paid holidays for Rosh Hashanah and Yom Kippur (if a scheduled work day), Thanksgiving Break, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Friday before Labor Day, Labor Day, Martin Luther King Day, Good Friday, and Memorial Day. Such additional remuneration will be added to the regular paycheck covering the pay period in which these days are included. In order to qualify for holiday pay, Paraeducators must have worked the scheduled work day before and the first scheduled work day after the holiday. "Scheduled work day" means the employee's regularly scheduled shift. In the event a paraeducator is absent on the scheduled workday immediately before or after a holiday and there is more than one paid holiday (ex. Thanksgiving Break, Winter Break, etc.) the employee shall only forfeit one (1) paid holiday for each day missed.

Section 5 When a Paraeducator substitutes in a bargaining unit position, the employee shall receive their hourly wage.

Section 6 The following compensation will be in effect for Paraeducators who work outside of their normal assignment to participate in out-of-district activities:

- If the overnight, out-of-district activity is 1-4 nights, the Paraeducator shall be paid at time and a half x eight (8) hours for each day attended.

- If the overnight, out-of-district activity is 5+ nights, the Paraeducator shall be paid at double time x eight (8) hours for each day attended.

Section 7 Upon approval of an administrator, a laid off Paraeducator will be invited to District professional development opportunities. Hours attended will be without pay.

Section 8 Should a Paraeducator terminate or separate employment from the District prior to the end of the school year, compensation will be prorated based on the portion of the school year worked prior to termination or separation from the District, i.e., salary, longevity, etc.

Section 9 All duties assigned to a Paraeducator beyond their normal assignment shall be paid at their regular rate of pay and at one and one-half (1 ½) their rate of pay if such duties result in more than forty (40) hours per week. It is expressly understood that acceptance of all duties beyond the normal assignment is strictly voluntary.

Section 10 The District shall provide the appropriate equipment for Paraeducators to fully execute their duties in the classroom. In addition, the District shall provide a twenty dollar (\$20.00) monthly stipend for the use of personal cell phones for Paraeducators whose duties take them away from school on a routine basis.

ARTICLE V **Work Schedule**

Section 1 The days of employment for Paraeducators shall correspond with student attendance days and District PD days – see annual District Important Staff Dates memo. Required attendance beyond these days will be at the discretion of Administration. Paraeducators who request to work on non-attendance days (e.g. Records Day, Conferences) will provide a list of duties to be performed for Administration approval prior to said day. The list of specific duties will be identified on a form mutually agreed to by the parties found in Appendix B.

Section 2

- A. Hours of work shall be determined by the posting based on the program requirements of each individual position. Notice of a proposed change in hours shall be given to the BEAP President prior to implementation. Should the hours be increased to (37.5) or more per week, said position shall be posted in accordance with Article VIII.

- B. Paraeducators will be provided with an unpaid 15 minute relief period in the morning or afternoon scheduled in coordination with the student's lead teacher/immediate supervisor and at an appropriate time to student learning. This additional time will not be used to calculate the number of hours worked toward benefit eligibility.
- C. Positions that service students with IEPs, provided that the students with IEPs are eligible for Extended School Year (ESY) services or elect to attend summer school, may have summer work responsibilities. A Paraeducator who has direct experience working with the individual student will get priority of assignment. In the event the Paraeducator is unable to work in the summer, the hours will be posted to all Paraeducators, and the most senior applicant with prior successful experience with the student population being served will be awarded the summer work.

Section 3 The maximum work schedule per week is forty (40) hours.

Section 4 No Paraeducator shall be required to work an interrupted daily schedule. Any exceptions will be negotiated with the BEAP and Administration.

Section 5 When schools are closed to students due to inclement weather, health or safety reasons, or otherwise by an Act of God, Paraeducators shall suffer no loss of salary. If any such days are required to be "made up" by State of Michigan Law, the Paraeducator may be required to work the additional day(s) with no additional remuneration.

Section 6 Paraeducator's work schedule shall be determined by administration.

ARTICLE VI **Assignments**

Section 1

- A. The assignments for all Paraeducators are to comply with the established job descriptions covering each of these assignments, as well as any State or Federal legislation, regulations, or guidelines. The District will consult with the BEAP prior to publication and implementation.
- B. Every attempt will be made to notify Paraeducators of their weekly schedule, including the building, teacher(s), room number, reporting dates and start/end times no less than one (1) week prior to the opening of school each year. If there is a need for a Displacement meeting, the Administration and

Association shall meet on or before the first (1st) week in June to determine staffing needs for the Displacement meeting. Also, at this time, the Association President shall receive a listing of all assignments.

Section 2 Paraeducators' service is provided to assist and support the teacher's instructional efforts, and they should receive on-going pertinent information regarding students they work with. Paraeducators may be called on to attend IEP's and asked to share their insights regarding students they work with. Paraeducators may not originate instruction. Paraeducators may only be assigned to duties related to their job description and within their bargaining unit.

Section 3 Paraeducators work under the direct supervision of certified staff and, therefore, should not be scheduled for duty in the absence of a supervising teacher without specified administrative approval. The exception to the above is, of course, routine absence of the supervising staff person. In this instance, the Paraeducator works the normally scheduled time under the supervision of the substitute teacher.

Section 4 On those scheduled work days when students are not in attendance (i.e. seminars, last teacher work day, conference days, flip days (where everyone works in the a.m.) etc., Paraeducators may be assigned recording, cleanup, materials preparation, or other duties related to positions within their bargaining unit approved by the building administrator on the form in Appendix C.

Section 5 No Paraeducator shall be left in a building alone.

Section 6 Employees may be required to download and utilize specific District-designated phone apps that support the health and safety of students and staff (e.g. Raptor).

ARTICLE VII

Seniority

Section 1 Seniority shall be defined as length of continuous service within the District as of the Paraeducator's most recent date of hire. Seniority also accrues if a laid off Paraeducator substitutes in a continuous assignment for a month or more (see Article IX, Section 15). In the circumstances of more than one Paraeducator beginning employment on the same date, all Paraeducators so affected will participate in a drawing that day to determine position on the seniority list. Time while on leave of absence, or layoff, shall not be counted toward seniority, but will not break continuous service.

A Paraeducator shall lose their seniority rights if the employee retires, resigns, or is discharged for just cause.

Section 2 The Association shall receive a Seniority list on or before November 1 each year. The Seniority list shall include the name, hire date, hourly rate, work hours and location for each Bargaining Unit Member.

ARTICLE VIII
Vacancies, Transfers, Promotions, Reduction, and Recall

Section 1 A vacancy shall be defined, for purposes of this Agreement, as:

- a position previously held by a Paraeducator
- a newly created position within the bargaining unit

Section 2 For all purposes, classifications shall be defined as follows:

CLASSROOM

1. ELL
2. Special Education
*General (VI, HI, Captionist)

NON-CLASSROOM

1. Campus Monitor
2. Marketing (The Bear) Support
3. Transportation

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

Should new programs be established, the Board and BEAP shall mutually agree as to the classification placement of that position.

Section 3 For purposes of this Article, the term "qualified" shall be determined according to the job descriptions as defined in Article VI, Section 1.

Section 4 The Human Resources Department shall post all vacancies and notify Paraeducators of the vacancies via District email.

A vacancy shall be posted for at least five (5) working days and filled internally within ten (10) working days of the posting deadline. The ten (10) working day requirement to fill a vacancy will not be applicable if no internal qualified candidate applies.

Paraeducators may only change positions once per school year. This requirement may be waived by mutual agreement of the parties.

Section 5 Vacancies shall be filled in the following order:

- A. Those Paraeducators who apply, including those laid off or requesting a return from leave, in accordance with qualifications as determined by the posting, file review and seniority. In addition, an interview will be held to provide more information to both parties but the interview will in no event take precedence over the qualifications and seniority of the applicants involved.
- B. Only when no qualified, laid off or current Paraeducator applies for a vacancy may the Board fill a vacancy with a new hire.
- C. Trial Period – Unless waived by both parties, there will be no more than a five (5) work day trial period for those Paraeducators who are in a new classification position after the start of the school year.
- D. The Paraeducator's former position will be staffed by a substitute Paraeducator until the evaluation period is over. (This situation will be treated differently than the situation referenced in Section 16 of this Article.) During the Trial Period, the Paraeducator may exercise their right to return to their previous position. In such cases where it is determined by the supervisor that the Paraeducator is unsatisfactory in the new position, the supervisor shall prepare a written statement giving the reasons why the Paraeducator is not qualified. A copy of the statement shall be given to the Paraeducator, and the Association President, and the Paraeducator shall be returned to their former position. The decision of the supervisor shall be final and not subject to the Grievance procedure, but the Paraeducator may appeal this decision to the Deputy Superintendent of Schools and Human Resources.

Section 6 Any Paraeducator may apply for a posted position after the satisfactory completion of their probationary period and initial evaluation, which shall be for a period of ninety (90) work days.

Section 7 Applications for transfer shall be made in writing, one copy of which shall be filed with the Human Resources Department and one copy filed with the BEAP. Transfers will normally be considered only in response to postings.

The Board and Association agree there may be a need for an involuntary transfer. Involuntary transfer shall only occur for reasonable and just cause and shall not occur as a disciplinary measure, due to a lack of job performance, as a means of eliminating or removing a position from the bargaining unit or to allow the Board to give the position held to another person. If such a transfer is deemed necessary, the

Deputy Superintendent of Schools and Human Resources shall discuss the proposed transfer with the Association and the Paraeducator at least ten (10) working days prior to any actual transfer.

Section 8 If for any reason the Board anticipates a reduction of staff, and/or if the position changes (i.e., hours, location outside of Berkley School District, etc.) it shall notify the Association and the individual(s) involved, in writing, at least ten (10) working days in advance of the scheduled change. A Paraeducator whose position has changed may either accept the change or consider themselves displaced and follow the procedures in Section 9 below.

Section 9 In the event it becomes necessary to displace a Paraeducator(s), the following procedure will be followed:

30 hours and up - group 1
1 – 29.99 hours - group 2

If a Paraeducator is displaced, the employee may displace the least senior Paraeducator in their group as long as the employee is qualified for that position.

If there is not a position in their group that the employee is qualified to take or the employee is the least senior Paraeducator in that group, then the Paraeducator may displace the least senior Paraeducator in the next lower group as long as the employee is qualified for that position.

If there is not a Paraeducator with less seniority to displace or if there is not a position that the displaced Paraeducator is qualified to take, then the Paraeducator will be laid off.

Section 10 Paraeducators to be laid off will be given no less than seven (7) calendar days notice should that determination be made prior to the opening of school. Should the layoff be necessary during the school year, a minimum of ten (10) working days notice will be required in order to make the layoff effective. If the layoff occurs at the end of a school year, the effective layoff date will be June 30. Note: the Berkley School District has an unemployment "denial period" during the summer months. The Paraeducator may be responsible for paying back any unemployment received during the summer months if they are recalled on or before the first day of school in the fall.

Section 11 Laid off Paraeducators shall be recalled in the reverse order of layoff in accordance with Section 9 of this Article.

Section 12 Recall shall be made electronically to the Paraeducator's email address on record with the Human Resources Department. A Paraeducator receiving

recall notice shall be given five (5) days in which to notify the Board of their intention to return.

Section 13 Should a Paraeducator refuse recall to a position for which they are qualified, and the position is at least .75 the number of regular weekly hours of the position from which that Paraeducator was laid off, the employee shall be considered to have resigned from the District. (See Article X, Section 8)

Section 14 All Paraeducators, having completed less than one (1) year of service to the District, if laid off, or had their hours reduced and they lost their benefits, shall receive their insurance benefits (health (if applicable), vision and dental) at Board expense until the end of the month following the month in which they were laid off. All those laid off following their first anniversary of employment with the District shall receive their insurance benefits at Board expense until the end of the second month following the month in which they were laid off. During said layoff, they may elect to continue insurance benefits by paying the premiums at the Human Resources Department based on group rates for the period allowed by the carrier.

Section 15 A Paraeducator that has been released because of layoff or reduced in hours shall, if the employee desires, have priority on the BEAP generated substitute list, according to seniority and qualifications. In addition, if a laid-off Paraeducator substitutes in a continuous assignment for a month or more (i.e., 20+ work days), they will accrue seniority accordingly.

Section 16 A "temporary" position shall be posted as a permanent position if said position is filled by a substitute for more than 40 (forty) working days. However, in the event that a special circumstance should occur which would require more than the forty (40) working days, the District shall contact BEAP to review. In the event a temporary position exceeds 40 (forty) work days or if a Paraeducator's hours are increased to 30 (thirty) or more to accommodate a temporary position request, the Paraeducator shall receive a \$5.00/day stipend.

ARTICLE IX **Paid Leave Policy**

Section 1 Sick leave shall be defined as:

- A. Personal illness, injury or disability of an employee.
- B. The illness or injury of a member of the employee's immediate family (spouse, children, parents, parents-in-law, and dependents as defined by "IRS").

- C. If an employee is unable to perform their normal duties and responsibilities after three (3) consecutive work days due to personal illness or the illness of their immediate family, the employee will notify the Human Resources Department. The employee may be asked to provide a physician's statement explaining the specific illness and the expected length of the absence.
- D. Any employee who returns to duty following five (5) or more consecutive days of illness may be required to submit a physician's statement certifying that the employee is able to perform the essential functions of their normal responsibilities. The Board reserves the right to require the employee to be examined by a Board designated physician at Board expense.

Section 2 Business leave shall be defined as absence for the transaction of business, which cannot be reasonably transacted outside of school hours.

- A. Up to two (2) days per school year may be used for business leave.
- B. Business leave will be granted, upon approval of the building administrator and Superintendent/Designee, for absences from school in circumstances of an unusual nature and need. This applies to absences which are necessary and unavoidable, because matters of business cannot be reasonably transacted outside of school hours. Some examples of proper use of business leave are: taking care of legal matters such as the settling of an estate, the purchase of a home, or the adoption of a child; attending the funeral of a close friend; meeting religious obligations; up to two (2) days for a wedding (self, family, attendant); attending to an emergency at home; attending son or daughter school activity, including up to two (2) days for graduation (see Section 4 below for examples of improper use of business leave.) Special circumstances may be approved with prior notification/approval by the Superintendent or their designee.
- C. Business leave may not be granted during the first and last week of the school year and cannot be taken the day before or immediately after a holiday or school recess.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of twelve (12) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the twelve (12) day leave allowance. The accumulated maximum total days, herein referred to as the Employee's Personal Sick Leave Bank, which may be used for personal illness or injury only (as defined above) shall not exceed two hundred five (205) days in any school year. Employees who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used twelve (12) days.

Section 4 Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother and children, son-in-law, daughter-in-law, grandparents and grandchildren, brother-in-law, sister-in-law, and any person living and making their home as a member of the Paraeducator's household.
- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.

Section 5 Except in an unforeseen emergency, notification to and approval of business leave shall be filed with the administrator at least two (2) work days in advance. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of business leave days include:

- Recreational pursuits
- Other employment except with administrative approval
- Social functions
- Travel
- Child Care (except in emergency situations)
- Economic gains
- Extension of holidays, vacations, or other school recesses

Section 6 The purpose of the BEAP Sick Leave Bank is for employees who have an extended personal illness (e.g. surgery, accident, long term illness, etc.). At the beginning of each school year, the Board shall contribute one (1) day per Paraeducator for each school year. Unused days shall accumulate from year to year. Upon request, a Paraeducator who has exhausted their personal accumulated sick bank may request a withdrawal from the BEAP Sick Leave Bank equivalent to the number of days the Paraeducator had in their personal sick leave bank at the beginning of the year up to a maximum of 75 days. Hours requested may only be for use by the employee for their own personal illness or injury. No employee can request hours from the bank until after completion of their Probationary Period. The BEAP Sick Bank shall be administered by the Board.

Section 7 Worker's compensation shall be provided as required by law. In addition, employees drawing worker's compensation benefits may supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their

accumulated leave days. Such used leave days shall be charged on a pro-rata basis. Other than as a salary supplement, there shall be no loss of leave days due to an injury on the job.

Section 8 A Paraeducator who serves on jury duty shall be reimbursed, on a bi-weekly basis, for the difference between the jury duty stipend and their regular Board salary for the days served. A Paraeducator, when summoned to jury duty, should respond to such summons and shall not be charged for the days served.

Section 9 Paraeducators engaged in more than one part-time assignment may in no case, exceed the leave allowance as stipulated in Section 3 of this Article.

Section 10 Upon completion of each semester, each Paraeducator utilizing zero (0) sick or business leave days during that semester shall receive a \$150 bonus. A Paraeducator utilizing one (1) sick or business leave day during the semester shall receive a \$100 bonus. Mid-semester hires become eligible for this incentive beginning their first full semester of employment. A Paraeducator utilizing zero (0) sick or business leave days during the entire school year shall earn an additional \$150.

ARTICLE X **Unpaid Leaves of Absence**

Section 1 The Board, upon written request, may grant a leave of absence, without pay, for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for just cause for a period not to exceed one (1) year.

Section 2 Types of leaves of absence are: illness, military, study, personal business, child care, government and/or professional service.

Section 3 A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year of employment.

Section 4 The maximum allowance for all purposes shall be two (2) consecutive years. Personal business leaves shall be granted for one (1) year only.

Section 5 Upon written request of the Paraeducator, a leave for purposes of child care shall be granted without pay. The duration for such leave shall be up to the remainder of the school year in which the leave commences, at the Paraeducator's option.

Section 6 Elected or appointed officers of the BEAP shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year.

Section 7 Request for return from leave of absence must be submitted no later than sixty (60) days prior to the date of termination of such leave. Return from leave will be granted to the first available position for which the Paraeducator is qualified and is the most senior as defined by Article VIII, Section 1.

Section 8 Failure to return from leave of absence to a position for which the person is qualified, that is at least seventy-five percent (75%) the number of regular weekly hours of the position the Bargaining Unit Member held at the time of the leave, shall constitute resignation.

Section 9 The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all employees that request it for the following purposes: birth/care of child; adoption; serious health condition of the employee; care of a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the employee's spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Maternity leave will run concurrently with FMLA, however, the employee may use paid leave, if days are available in their sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this Section, immediate family shall be defined as it is in the Federal Law governing this provision.

ARTICLE XI

Bargaining Unit Member Self-Improvement

Section 1 The parties support the principle of continuing education for Bargaining Unit Members and participation by Paraeducators in their professional organizations.

Section 2 When a Paraeducator seeks to upgrade their skills by taking courses or participating in in-service activities (including seminars and conferences) outside of their normal workday, the employee will be reimbursed by the Board of Education for their hourly rate times number of hours of the training, fees and materials required to a maximum of \$300 per course and/or in-service. Reimbursements will be processed each semester to employees who submit their requests by December 31 (Semester 1) or June 30 (Semester 2). Reimbursements will be divided evenly by the number of employees requesting reimbursements for the semester. To be eligible the Paraeducators must receive prior approval from the Human Resources Department and

provide the District with proof of satisfactory completion. Three thousand dollars (\$3,000) shall be allocated during each year of this Agreement for this purpose and an amount up to one thousand dollars (\$1,000) of any unused funds shall be carried forward from one year to the next. The maximum reimbursement for the entire BEAP membership is \$1500/semester. A Paraeducator is not eligible for a second reimbursement during the same contractual year until all first requests have been honored and then only to the extent that funds are available. BEAP shall receive notification of all activities regarding this account. Reimbursement of expenses, including salary and mileage, associated with Board required participation in similar activities during the Paraeducator's normal workday shall not be charged against this account.

Section 3 The Board shall provide, at no cost to the Paraeducator, all required training as determined by the Director of Student Services. Nonviolent Crisis Intervention (NCI) training will be required training for all Paraeducators no later than September 30 or the first available training date offered by the District. The Director of Student Services will consult with the BEAP President quarterly to assess and determine Paraeducator professional development. Training that occurs outside normal working hours will be paid at the employee's hourly rate and will not be charged to the employee's personal leave day bank. In the event training occurs outside normal working hours, the Paraeducator will be paid at their hourly rate.

Section 4 The Board shall provide two (2) three hour workshops per year for Paraeducator professional development. These workshops shall occur on district-wide professional development days and will cover issues/topics that will enhance Paraeducator skill/knowledge levels. The District and BEAP shall make every attempt to meet on or before August 1 to plan the workshops for the subsequent school year. The Paraeducator shall be paid at their hourly rate for their attendance at said workshop and shall receive documentation to show they received the specific professional development offered that day. This documentation shall be included in the Paraeducator's personnel file.

ARTICLE XII

Personnel Files and Employee Evaluation

Section 1 Per the procedures outlined in Board Policy 8320 (Personnel Files), a Paraeducator shall have the right to review the contents of all records, excluding initial employment, in their personnel file, and to have a BEAP representative present at such review.

Section 2 No material of an evaluative nature, originating after the initial employment, shall be placed in a Paraeducator's personnel record unless the employee has had an opportunity to review said material. The Paraeducator may submit a written

notation regarding any material and the same shall be attached to the material in question. If the Paraeducator believes the material placed, or to be placed, in their file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a Paraeducator is requested to sign material to be placed in their file, such signature thereon shall be understood to indicate their awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Section 3 All Paraeducators will be involved in performance reviews at least once every three (3) years using the District's evaluation tool. Such reviews can commence and end at any time during a twelve-month period.

Paraeducators who demonstrate satisfactory performance, but are in need of improvement in specific areas, as identified by the administrator, will establish, under the direction of the administrator, specific performance objectives that address the identified areas of concern. Such objectives may require specific in-service activities to take place during normal working hours.

Paraeducators whose performance is identified at any time, through administrative established documentation, as unsatisfactory by the administration will be placed on a Plan of Assistance.

The Plan of Assistance will include the following:

- Identify area(s) of improvement
- Description of responsibilities and objectives to be met by the Paraeducator
- Plan for administrative support
- Have defined timeline for review of and evaluation of progress
- Options to consider if BEAP member is not successful

Paraeducators are entitled to have representation at a Plan of Assistance meeting. It is the responsibility of the Paraeducator to arrange for said representation.

Failure to provide written documentation shall be conclusive evidence of satisfactory performance.

ARTICLE XIII **Discipline**

Section 1 A Paraeducator shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory and/or disciplinary action is contemplated and shall be entitled to have a BEAP representative present.

Section 2 No Paraeducator shall be disciplined, reprimanded, demoted or discharged, without just cause. Such determination to be subject to the grievance procedure up to and including binding arbitration.

ARTICLE XIV **Insurance**

Section 1 Paraeducators employed thirty-six (36) hours or more per week shall receive their choice of the insurance benefits as described below up to and including full family coverage subject to the annual amounts toward the total cost of the plans the District will pay as noted below for those Bargaining Unit Members who are currently in benefit positions. Once the members vacate these positions, the Board will only offer single subscriber coverage. Paraeducators employed at least twenty-five (25) hours per week shall receive District provided single insurance benefits.

Plan A: Paraeducators will have the option to select medical/prescription coverage from one of the following MESSA options:

1. Preferred Provider Organization (PPO) Plan
2. High Deductible (HEQ/HSA)

Plan B: Eligible Paraeducators (does not include hours worked for non-bargaining unit work) not electing medical/prescription coverage will receive payment of \$1,020 per year through a Section 125 plan.

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

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

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

Federal law.

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

The remaining annual cost for the employee's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the member and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

Section 2 The Board shall provide a term life policy (including AD & D) of forty thousand dollars (\$40,000) to each Paraeducator.

Section 3 The Board shall provide up to and including a full family ADN Dental Insurance plan to all Paraeducators, including internal and external coordination of benefits, with the following coverage:

Class I – 100%
Class II – 80%
Class III – 80%
Annual maximum - \$1000
Two cleanings per year

Section 4 The Board shall provide full family vision insurance to all Paraeducators employed twenty (20) or more hours per week. This coverage includes internal and external coordination of benefits.

Section 5 Bargaining Unit Members who are not employed twenty-five (25) hours or more per week will have the ability to purchase health benefits at the amount determined by the insurance carrier.

ARTICLE XV **Association Rights**

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

Section 2 The BEAP and its representatives shall have their own mailbox in their building and the right to use District buildings at no cost and at all reasonable hours for meetings and to transact official BEAP business which does not interfere with the assigned functions of the regular program and in compliance with Board facility usage.

Section 3 Bulletin boards and other established means of communication shall be made available to the BEAP and its members.

Section 4 BEAP members shall have their own mailbox in their building and the right to distribute BEAP material to other Bargaining Unit Members via interschool mail and/or the District's email system so long as such distribution does not interfere with the normal operation of the work area or their job performance.

Section 5 The BEAP members shall be permitted to use Board equipment, including computers, copying machines, and audio-visual items, when such equipment is not otherwise in use. The BEAP shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 6 Whenever the president of the local affiliate of the BEAP or their designee is mutually scheduled, upon approval of the Deputy Superintendent of Schools and Human Resources, during working hours, to participate in conferences, meetings or negotiations, the employee shall suffer no loss of pay and, when necessary, substitute service shall be provided.

Section 7 The rights granted herein to the BEAP shall not be granted or extended to any other competing labor organization.

Section 8 The Board agrees to furnish to the BEAP, in response to written requests, all public information concerning the financial resources of the District. The Board also agrees to provide the BEAP such information as may be necessary for the BEAP to process any grievance or complaint.

Section 9 The BEAP shall be given, upon authorization of the BEAP President, fifteen (15) days release time to be utilized for attendance at association and professional activities. Any released time requested beyond these fifteen (15) days shall be subject to the approval of the Superintendent and the cost for any necessary substitute for the additional release time beyond fifteen (15) days will be assumed by BEAP.

ARTICLE XVI
Miscellaneous

Section 1 As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Paraeducator with respect to hours, wages, or any terms or conditions of employment by reasons of their membership in the BEAP, their participation in any activities of the BEAP or collective negotiations with the Board; or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2 Nothing contained within this Agreement shall be construed to deny or restrict any Paraeducator rights the employee may have under the Michigan General School Laws, or other applicable laws and regulations.

Section 3 The BEAP recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Section 4 In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Section 5 The Board's adopted rate per mile will be paid to each Paraeducator required to drive in the course of their employment. In no case, however, shall that rate be less than the rate as established by the Internal Revenue Service at the time of payment.

Section 6 Copies of this Agreement shall be made available on the Transparency Reporting page of the District's website within thirty (30) days after it is signed.

Section 7 Paraeducators must report their time and absences from work per the designated reporting process at least two hours before school begins unless it is an emergency situation.

Section 8 A five percent (5%) discount will be given to any Paraeducator using District preschool and/or latchkey child care services.

Section 9 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

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

ARTICLE XVII **Retirement Pay**

The District will pay each Paraeducator \$3.00 per hour for every sick hour in their personal sick leave bank, upon retirement, if the Paraeducator provides notice to the District at least sixty (60) calendar days prior to retirement. For severance purposes only, Paraeducators will be paid the amount of hours in their sick leave bank, not to exceed 1,000 hours.

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

ARTICLE XVIII
Duration of Agreement

This Agreement shall be effective as of August 31, 2025 and shall continue in effect through August 30, 2028. Negotiations between the parties shall begin no less than sixty (60) days prior to the contract expiration date.

Berkley Education Association of Paraeducators

Date

Sheri Sienkiewicz, President, BEAP

Grat Dalton, Executive Director, MEA-7B

Berkley School District

Date

Barrie Frankel, Secretary
Board of Education

Jenna Romain
Director of Finance

Christopher Sandoval
Deputy Superintendent of Schools & Human Resources

APPENDIX A
SALARY SCHEDULE
2025-26

Step	\$/Hour
A	\$20.07
B	\$20.67
C	\$21.29
D	\$21.93
E	\$22.59

APPENDIX B
REQUEST TO WORK FORM

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

Today's Date: _____

Name: _____ **Building:** _____

Date(s) Requesting to Work: _____

Duties and Location:

___ Teacher assigned duties Location: _____

___ Student Specific Location: _____

___ Other Location: _____

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

Signature of Staff Member Supervising Duties: _____

Approval (to be completed by administrator)

Approved _____ Denied _____

Reason if Denied: _____

Administrator's Signature: _____
2025 - 26 SCHOOL CALENDAR

Date	Day of Week	Description of Calendar Event
August 19	Tuesday	Teachers' First Day
August 19-21	Tuesday-Thursday	Staff Professional Learning Days
August 25	Monday	Students' First Full Day Kindergarten & Transitional Kindergarten - ½ Day
August 26	Tuesday	Kindergarten & Transitional Kindergarten - ½ Day
August 29	Friday	District Closed
September 1	Monday	District Closed - Labor Day
September 23-24	Tuesday- Wednesday	District Closed
October 2	Thursday	District Closed
October 3	Friday	No Students - Staff Professional Learning Day
October 30	Thursday	Fall Evening Conferences - All Schools
October 31	Friday	Fall Conferences - All Schools - Non Attendance Day
November 3-4	Monday-Tuesday	No Students - Staff Professional Learning Days
November 26-28	Wednesday-Friday	District Closed - Thanksgiving Break
December 22 - January 2		District Closed - Winter Break
January 5	Monday	Classes Resume
January 16	Friday	½ Day Students - ½ Day Records
January 19	Monday	District Closed - MLK Day
February 13	Friday	½ Day Students - ½ Day Staff Professional Learning
February 16-20	Monday-Friday	Mid-Winter Break - Non Attendance Days
March 26	Thursday	Spring Evening Conferences - All Schools
March 27	Friday	Spring Conferences - All Schools - Non Attendance Day
March 30-April 2	Monday-Thursday	Spring Break - Non Attendance Days
April 3	Friday	District Closed
May 5	Tuesday	No Students - Staff Professional Learning Day
May 25	Monday	District Closed - Memorial Day
June 12	Friday	½ Day Students - ½ Day Records (Last Day for Teachers)

Letter of Agreement
Between the
Berkley School District
And the
Berkley Educational Association of Paraeducators
August 31, 2025

THINC LEADER

For the 2025-26 school year, the parties agree to pilot Paraeducator ThinC Leader assignments. The purpose of the assignment is to offer Paraeducators (in collaboration with the Teaching and Learning and Student Services Depts.) the opportunity to help plan and/or lead professional learning activities for the Paraeducator unit - see original posting below with specific details of the positions below.

There will be three ThinC leader assignments (BHS/ATP, BBB/ANG/ROG/NIS, and BUR/PAT/AMS) and each assignment will be paid \$1,500 per school year. Thinc Leaders may be co-led by 1 or 2 Paraeducators at each level, with each person receiving 50% of the total stipend (\$1,500). The ThinC leader assignments will end at the conclusion of the 2025-26 school year but may continue for additional years if both parties agree.

This Agreement is a non-precedent setting and does not establish a custom, practice, or precedent between the parties in any other matter.

Agreed,

Agreed,

Berkley School District

Date

Berkley Educational Association of
Paraeducators

Date

Position - Paraeducator Thinc Team Leader (3 Positions)

- BHS, ATP
- BBB, Angell, Rogers, Norup
- Burton, Pattengill, Anderson

Job Summary: This school year Berkley School District is piloting three Paraeducator Thinc Team leader positions to share information/resources and support the professional learning needs of our district paraeducators. Under the guidance of the Special Education Dept, Thinc Team leaders will plan and facilitate professional learning opportunities on district-designated professional learning days. This is a pilot program for the 2025-26 school year and therefore, a one (1) school year position. Thinc Leaders may be co-led by 1 or 2 paraeducators at each level, with each person receiving 50% of the total stipend.

Responsibilities*

- Attend all Thinc Leaders meetings (3-5 per year, both during the school day and/or after school)
- Plan and facilitate all Thinc Team Meetings
- Collaborate with the Special Education Dept regarding Thinc meeting topics.
- Conduct and analyze survey data to determine professional learning needs
- Attend professional learning as appropriate.
- Other duties as assigned, not to exceed 5 extra hours of work per week.

* Responsibilities may change during the pilot year due to program needs.

Application Link - [Thinc Leader Application](#)

Stipend - \$1500/year - to be paid in equal installments during the school year for additional duties completed outside of the regular work day.