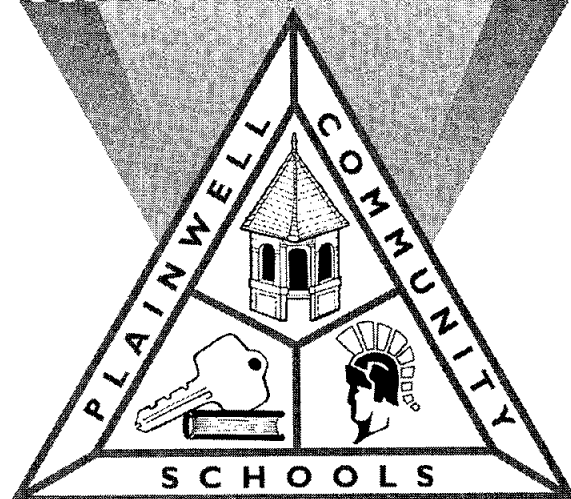


Plainwell Community Schools

Aide Employee Agreement

Today's Learners
Tomorrow's Leaders



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Revised 5/22/06

FOREWARD

The information in this agreement shall apply to all full-time and part-time aides of Plainwell Community Schools. We have attempted to provide information on working conditions, salary, and benefits, as well as answer questions regarding rules and procedures that pertain to your employment.

We hope that your employment with Plainwell Community Schools will be rewarding to you. We consider your job important to the total operation of the school system and to the students we serve.

A copy of the current year aides employee agreement will be given to each aide at the beginning of each contract agreement year. This document contains many important employment facts and should be reviewed annually.

If you have any further questions, please contact your immediate supervisor or the Administration Office. Your questions or comments are always welcome.

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CONDITIONS OF EMPLOYMENT

PROBATIONARY PERIOD

A new employee hired to fill a vacancy other than that of a temporary nature shall have the status of a probationary employee for a full three month period. After an employee has completed the probationary period of employment and has proven themselves satisfactory, they will be given the status of a regular employee.

SENIORITY

All aides shall earn seniority as determined by date of last hire. Aides may apply for openings defined as aide positions. These positions will be posted for a period of ten (10) days.

The Board of Education reserves the right to evaluate and make all aide assignments.

POSTINGS

All aide positions will be posted for ten (10) calendar days. If during the Holiday Break, Spring Break or summer break, positions should become available, employees may be notified by leaving self-addressed stamped envelopes with the Receptionist-Secretary for mailing Wednesday of each week. Postings are also available on our web page.

If a vacancy occurs in the aides group during the regular work year, the Board may temporarily fill the position for the remainder of such year in order to minimize any disruption in the educational program provided for students. However, if the Board determines that the position is to be filled on a permanent basis for the ensuing work year, the position will be posted.

RESPONSIBILITIES AND DUTIES

- A. The assignment of duties and responsibilities is the responsibility of the superintendent of schools upon the recommendation of the building principals and supervisors.
- B. For the performance of their assigned duties, aides are responsible to their respective supervisors as noted on the individual job descriptions.
- C. Aides providing personal health care services to individual students shall receive training by a licensed health care provider.
- D. No overtime or extra work will be allowed without the advance approval of your immediate supervisor and/or the superintendent of schools. Compensatory time may be taken for up to the first 16 hours of approved overtime. Any approved overtime after that will be paid at the applicable rate (regular pay for up to 40 hours per week; overtime at 1 ½ times the regular rate of pay for the time worked over 40 hours per week).
- E. See appropriate job description.

RE-HIRE

An employee who voluntarily terminates employment and is re-hired shall be considered a new employee.

RETIREMENT

Retirement contributions are a combination of employer and employee contributions as per Michigan Public School Employees Retirement System handbook.

WORK SCHEDULES

The work day shall be established by the respective job description and/or building principal in consultation with the superintendent or their representative.

The work year shall be dependent on the aide assignment as determined from above and/or the educational program to which the person is assigned.

2006-2007

179 Student days* for Title and At-Risk Aides

186 Teacher days for other aides

* Full days even if students attend only half days.

You have the option of working conference nights or not working conference nights based on agreement with your building principal. If you elect to not work the two conference nights your contract will be reduced accordingly. Forms are available in the business office for you to make this election. This election includes BOTH fall and spring conferences. This election will remain in effect in future years unless a new election form is submitted to payroll within five (5) days of the first work day of the school year.

BREAK PERIODS

- A. BREAK – Full-time aides shall be entitled to a fifteen (15) minute break which shall be considered part of their work day.
- B. LUNCH BREAK – Full-time aides shall be required to take a duty-free lunch period of one-half (1/2) hour. This lunch period shall be in addition to the regular work and will be unpaid.

PERSONAL LEAVE

Two (2) personal days are allowed per contract year, with accumulation up to five (5) days. These days shall be used in accordance with the district's rules and procedures, including the use of the district's standard form.

A minimum of twenty-four (24) hours written notice is required for planned personal leave activities as described above. Reasons must be provided for requests made immediately preceding or following weekends and vacation periods.

REPORTING ILLNESS

In the event of illness or absence, an aide must notify their supervisor at least one hour before their work day begins or according to established building procedures. They must also state the reason for her absence. The supervisor will notify the main office.

SICK LEAVE

Leave shall accumulate at the rate of ten (10) days per year to a maximum of forty-five (45) days. Part-time aides shall have benefits pro-rated. An annual summary will be provided.

Sick leave may be used for the serious illness or death of the immediate family of the aides as defined hereafter, provided that such leave shall be taken only to the extent that the presence of the aide is reasonably required.

The use of such leave for serious illness in the aide's immediate family shall not normally exceed five (5) days per illness except that the Superintendent, or their designee, in their discretion, and for good cause shown, may grant the use of additional days for such purposes.

In the case of death of a member of the aide's immediate family, the use of such leave shall normally not exceed three (3) days. For good cause shown, the Superintendent, or their designee, may grant the use of additional days for such purposes.

The term "immediate family" shall mean the aide's spouse, the grandparents, parents, siblings and children of the aide and the aide's spouse; and any other person who is a regular member of the aide's household.

SICK DAY DONATION

An aide has the option of transferring no more than one day per year of their personal business leave to a designated fellow employee who has exhausted their sick leave due to a period of prolonged illness or disability. The donor involved shall send written notification to the Superintendent at the time of the transfer.

REPORTING PERSONAL INJURY OR ACCIDENTS

Information should be reported to the Building Administration and Injury forms completed.

WORKER'S COMPENSATION

Each employee will be covered by the applicable worker's compensation laws and insurance purchased by the Board.

- A. The employee is not covered if an eight (8) day period lapses between the time of injury and the report to the insurance agents. Therefore, the employee must report the injury immediately to the superintendent's office and to their supervisor.
- B. Employees who are receiving pay from workers' compensation for the time off the job will not receive pay from Plainwell Community Schools for the same period of time.

VACATIONS

Vacation periods are defined as Labor Day, Thanksgiving, Christmas, Memorial Day and spring break. Pay periods shall be continuous through these breaks. A total of 19 days will be paid above and beyond the student/teacher days. Days not totaling 19 within vacation periods, will be split equally between beginning and end of the school year.

SNOW DAYS

On days when school is closed due to an emergency or inclement weather, all aides do not have to report to work. In case school is delayed, all aides should report to work at the appropriate time following the delay. Any snow days required by the state to be made up the aides must work.

LEAVE OF ABSENCE

Leaves of absence may be granted as mutually agreed between the aide and the Board of Education. However, the aide must meet certain criteria, namely: completed five (5) years employment as an aide; such application for leave must be for increments of one (1) or two (2) semesters; reasons and time lines stated must be mutually acceptable to the parties. A leave of absence may not be granted for more than one year. If the leave is for a semester, the employee must notify the Board by November 1 for leaves ending the first semester and April 1 for semester leaves at the end of the school year. If the employee does not give notice of intent to return within the dates set for in the agreement, the employee shall be terminated. Seniority shall be frozen at the time of the start of the leave of absence.

COURT LEAVE

An employee shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness in connection with the employee's employment. The employee shall be entitled to receive regular compensation, within deduction of leave days, less any fees paid by the court. The employee shall return to their duties whenever their attendance in court is not actually required.

SECTION 125 CAFETERIA PLAN

Plainwell Community Schools will offer a cafeteria plan to all non-union employees working a minimum of 25 hours per week (based on regular work schedule not including overtime or extra hours). This will include a pre-tax payroll deduction option for purchasing health insurance through payroll deduction (100% employee paid), medical expense reimbursement account, and dependent care expense reimbursement account.

HEALTH INSURANCE AVAILABILITY

Employees must obtain health insurance benefits only, at the employees expense through payroll deduction. The open enrollment period for this option will be during the month of September of each school year. This option will be available when approved by the insurance carrier chosen by the district.

WORK RELATED PROBLEMS

If an aide has a work related problem, they MUST talk to their supervisor first. If the supervisor is unable to give a satisfactory answer, the aide may take the following steps:

- A. Contact the building principal and discuss the problem.
- B. If the problem is not resolved, the aide may ask that they be given a hearing before the superintendent.

EVALUATION

A written evaluation of all aides shall be made by their immediate supervisor each year. The evaluation shall be discussed with, and signed by the aide involved and placed in their personnel file in the superintendent's office.

SALARY

SALARY SCALE

The wage scale and working conditions listed below represent an agreement reached between aides and the Plainwell Community School Board of Education. It is understood that this agreement is effective from August 1, 2006 through July 31, 2008.

AIDES SALARY SCALE

STEPS	2006-2007	2007-2008
1	7.82	7.98
2	8.36	8.53
3	8.90	9.08
4	9.45	9.64
5	10.09	10.29
6	10.42	10.63
7	10.75	10.97
8-9	11.12	11.34
10-11	11.45	11.68
12-13	11.78	12.02
14-15	12.15	12.39
16	12.47	12.72
17+	12.58	12.83

Persons selected for the first time as an aide in district may be placed up to step 2 of the salary schedule based on training and/or experience. The Superintendent will make this determination in consultation with the respective building principal or program director.

All existing policies and/or practices shall remain in effect unless any of the following represents a change.

SALARY PAYMENTS

- A. Salary for aides shall be paid as earned.
- B. Aides' salaries shall be based on an hourly rate. The hourly rate x hours in day x the number of days worked + paid vacation days = contract salary.
- C. Any time worked over and above the days mentioned on the individual contract will be prorated at the given hourly salary. If an aide works beyond their current contract year, they will be paid at the hourly rate of their current contract. The new salary rate will not apply until the date of the beginning of their new contract.

PAY PERIODS

Pay periods shall be bi-weekly with the beginning date as determined by the job assignment and in conjunction with regularly scheduled pay periods over 21 pays. An aide wishing to spread pay over 26 pays must notify the central office in writing before school starts.

Step increases shall be applied at the beginning of each school year. The individual's most recent employment date will determine eligibility for step increases. The aide must have completed one semester or more by the beginning of the school year to move to the next successive step.

REPRIMAND, SUSPENSION, AND TERMINATION

UNSATISFACTORY BEHAVIOR ON THE JOB

The Board of Education expects the employees to perform their work in a satisfactory manner as assigned by the supervisor. They are also expected to conduct themselves in a manner that sets a good example for the children of our schools. Unsatisfactory behavior on the job can include, but is not limited to, the following:

- A. Unsatisfactory or incompetent work performance or neglect of duty.
- B. Personal misconduct.
- C. Insubordination.
- D. Persistent violation of policies, regulations, and laws.
- E. Chronic absenteeism or tardiness.
- F. Use or unlawful possession of narcotics.
- G. Unlawful possession of a firearm or other lethal weapon on school property.
- H. Unauthorized removal of school property from the premises (theft).
- I. Willful destruction of school property.
- J. Aggressively fighting or assaulting another person on school property.
- K. Intoxication on duty. The consumption or possession of alcoholic beverages on school property is forbidden.

Employees who exhibit unsatisfactory behavior on the job shall be subject to the following disciplinary action (depending on the severity of the offense):

- 1st Warning - Verbal
- 2nd Warning - Written Reprimand
- 3rd Warning - 1 Day Disciplinary Lay-Off
- 4th Warning - 3 Days Disciplinary Lay-Off Or Dismissal

SUSPENSION

The superintendent or immediate supervisor may temporarily suspend an employee from duty without pay, as pertaining to the above clauses of A through K.

TERMINATION

The service of an aide may be terminated on the recommendation of the aide's supervisor to the superintendent. An aide must be notified in writing of their pending release and the reasons therefore. The supervisor shall make every effort to discuss unsatisfactory work practices and the means of correction with the aide before recommending her termination to the superintendent.

An aide who resigns voluntarily is asked to submit, in writing, their intent to leave the system at least two weeks in advance of the effective date of termination, and to fill out a termination form at the superintendent's office.

LAY-OFF PROCEDURES

The following guidelines will be used in the event a lay-off of teacher aides becomes necessary.

- A. Positions will be eliminated and those aides designated as laid off will be notified. Any aides on layoff will have recall rights for a period of 12 months following the effective date of lay-off. Seniority will be frozen at its current level and will not accrue during layoff.
- B. New positions, if any, will be posted. All aides will be allowed to apply for any of these positions. Those aides classified as laid off will be asked to list their top choices.
- C. A due date for all applications will be set.
- D. Shortly after the application due date, building selection teams will review internal applicants and the building principal will make the final selection. Selections will be based on 1) Match for the job in terms of skills and experience 2) Past job performance 3) Seniority.
- E. At this point any aides who remain without a position for the next year will be formally laid off and notices sent.
- F. Should the eliminated positions be restored, the following basis for recall will be used:
 - 1. Training and fitness for the job
 - 2. Past job performance
 - 3. Seniority
- G. A person who has been recalled must notify the school within two weeks if they desire to return to work. If such notification is not received within two weeks, the position will be filled with another person.