WHITEFORD AGRICULTURAL SCHOOLS Ottawa Lake, MI 49267

Conditions of Employment for Paraprofessionals (Title I, LRE, Virtual Teaching Assistant, CLAWS Coordinator)

August 1, 2025

1. PAID HOLIDAYS:

Labor Day*
Thanksgiving
Day After Thanksgiving
Presidents' Day**

Martin Luther King Jr. Day** Good Friday Memorial Day

Employees must work the entire scheduled workday before and day after a holiday to receive holiday pay unless preapproved in writing from their supervisor. In order to be paid for a holiday, the holiday must fall on a normally scheduled workday.

[Clarification: If an employee is working as a substitute teacher at the request of the district (i.e., due to a teacher sub shortage) on a regularly scheduled workday which falls on the day before or after a holiday, they will receive holiday pay for the affected holiday.]

Employees on leaves of absence without pay shall not be paid for holidays occurring during said leave.

2. PAID LEAVE DAYS:

Notwithstanding anything to the contrary in this Agreement, if the Michigan Earned Sick Time Act (ESTA) is in effect, each ESTA year (i.e., each school year), the first 72 hours of paid sick leave may be used for any ESTA purpose, with those 72 hours of leave being subject to the same conditions as provided in ESTA.

All leave time will be granted in the same increment as an employee's normal workday.

A. Personal Days:

Three (3) days per year, to be credited on the first day of the contract year, shall be available to each employee to conduct personal business which cannot be conducted outside the regular working hours. Such leave shall not be used for seeking other employment, rendering service, or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence. Unused days will be added to sick leave accumulation at year end. Personal leave will be calculated to the nearest one-quarter (1/4) hour. An employee

^{*}When school is in session prior to Labor Day weekend (i.e., students in the classroom).

^{**}Only if observed as part of the school calendar. (If Presidents' Day and/or Martin Luther King Jr. Day are scheduled student days in the school calendar, they will not be paid holidays.)

planning to use a personal leave day will notify his/her supervisor at least seventy-two (72) hours in advance except in cases of emergency. Personal days will be prorated based upon actual days worked in a work year (September 1-June 30) if the full school year is not worked.

[Clarification: Any changes to full-day work hours during the course of the school year will be reflected in earned personal leave hours if it results in a change of at least one-half hour per day.]

B. <u>Sick leave (Personal or Family Illness)</u>:

Employees will be credited with 10 days per year (September–June) on the first day of the contract year. Unused sick leave shall accumulate from year to year. This accumulation will be capped at one hundred eighty (180) days. Sick leave will be calculated to the nearest one-quarter (1/4) hour. Accrued daily sick time will be set based on the employees' work schedule as of October 1 each year. Any adjustments in accruing sick time will only result in a change of scheduled hours of at least one-half hour per day. Sick days will be prorated based upon actual days worked in a work year (September 1-June 30) if the full school year is not worked.

[Clarification: Any changes to full-day work hours during the course of the school year <u>will be</u> reflected in earned sick leave hours if it results in a change of at least one-half hour per day.]

Employees may use personal sick days for family illness without limitation, up to their total accumulation of sick days. Family is defined as spouse, child/stepchild, parents, and parent-in-law.

C. Bereavement Leave:

Leave will be granted, up to three days per occurrence without limit, in the event of a death in the immediate family of the employee. Immediate family will be defined as spouse, child/stepchild, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchildren. Bereavement leave will be calculated to the nearest one-quarter (1/4) hour. The Board may require proof of relationship. This will not be charged to the employee's sick leave account.

3. <u>DEDUCT DAYS</u>:

If an employee chooses to use deduct days, he/she must submit a written request to his/her supervisor at least five (5) business days in advance of the requested day(s) for approval. If an emergency or unexpected situation arises that prohibits the advance approval, the employee must notify his/her supervisor immediately. Deduct days can be requested as full days only. Deduct days are not intended for vacation days, are not automatically approved and will only be granted in extenuating circumstances.

4. UNPAID LEAVE OF ABSENCE:

A. At the employee's request, the Board of Education may approve an unpaid leave of absence for periods of up to sixty (60) calendar days. To be approved for an unpaid leave the employee must have used all available sick leave and personal leave time. Extensions of such leaves may be considered. Any employee on leave without pay will not receive fringe benefits (sick days, personal leave days, holiday pay) and their seniority will be frozen until the employee returns to work.

B. Eligible employees may take FMLA or military leave, as provided by law, if they meet the minimum requirements.

5. JURY DUTY/COURT WITNESS:

- A. When an employee is subpoenaed for jury duty, leave pay will be granted in a sum to equal the difference between the employee's jury stipend and the employee's regular daily wage providing:
 - 1. The employee notifies their supervisor immediately upon being notified that he/she will have jury duty.
 - 2. The supervisor or the Superintendent cannot arrange to have the employee excused.
- B. When an employee is subpoenaed as a court witness to testify during their regular working hours in any judicial or administrative matter (excluding where the employee is a party to the action) or who is asked to testify in any arbitration for fact finding (providing the fact finding or arbitration involves Whiteford Agricultural Schools and provided their testimony is necessary for conducting the hearing), they shall be paid their regular wages for time spent. The per diem rate paid the employee for such appearance shall be signed over to the school district.

If the employee is released from jury duty or as a court witness before the end of the normal workday, the employee shall contact their supervisor to determine when they are to return to work.

6. ABSENCE REPORTING:

All absences shall be reported via the district-approved absence system. It is the responsibility of the employee to report their absences through this software package prior to or no later than 7am the day of the absence. Failure to report an absence timely could result in loss of pay and possible disciplinary action. Available balances (in hours) can be reviewed online via Employee Access Center and will be reflected on employee pay stubs for the noted pay period.

7. STUDENT ABSENCE (LRE PARAPROFESSIONAL):

Employees assigned to an inclusion student for the day shall be relieved of duty on any day that the student is absent or leaves school early. Before the employee is relieved of duty, the district will attempt to reassign the employee to another inclusion student when at all possible.

8. **DISCIPLINE**:

An employee may be disciplined or discharged with or without cause or notice at the discretion of the employer. The employee is "at-will."

9. <u>INCLEMENT WEATHER/ACT OF GOD DAYS:</u>

The school year will consist of the number of days of instruction as reflected on the annual school calendar. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state authorities shall be rescheduled to insure that there are the minimum number of hours of actual student instruction as required by law.

A. <u>Cancelled Days</u>: Employees will receive their regular pay for the first four (4) days which are canceled. For all subsequent days of school cancelled due to "Act of God" reasons, employees will not receive their regular pay; rather, they will receive their regular pay when they actually work on rescheduled days at the end of the school year. Employees shall be allowed to use personal business days for school cancellations due to "Act of God" reasons after the first four (4) paid "grace days". If an employee intends to use a personal business day, his/her supervisor should be notified. An employee will submit the personal day in the employee attendance tracking software on the same day as the "Act of God" day. Failure to do so will forfeit the opportunity to use a personal business day.

[Clarification: If an employee has a pre-approved personal business or sick day and there is an inclement weather day (i.e., closure), the employee's leave bank will not be charged.]

B. <u>Delayed / Early Release Days</u>: Employees will receive their normal pay for days which are delayed due to weather conditions (i.e., snow, ice, fog, etc.), as long as the individual clocks in within two (2) hours of the normal start of school. Employees will also receive their normal pay for days which are released early due to weather conditions (i.e., snow, ice, fog, etc.).

[Clarification: If an employee has a pre-approved <u>full day</u> personal business or sick day absence and there is a delay or early release day, the employee's leave bank will be charged for the full day.]

[Clarification: If an employee has a pre-approved <u>partial day</u> personal business or sick day absence and there is a delay or early release day, the employee's leave bank will be charged for the time of the absence provided it falls outside the 2-hour delay or early release timeframe. Partial day absences that fall within the scheduled work time on these days will be charged in full.

10. ANNUAL OPENING PARAPROFESSIONAL MEETING:

Attendance at the annual opening paraprofessional meeting prior to the first day of school is mandatory, unless approval is obtained from supervisor. Any employee who was previously approved to miss the meeting will be expected to make up the training within 10 business days. Employees will be compensated at their hourly rate for attendance at this meeting.

11. WORK TIME:

Daily schedules will be determined by the administration annually and adjusted accordingly thereafter if necessary. All work time will be calculated to the nearest quarter of an hour.

Employees who work more than forty (40) hours per week shall be paid at time and one-half. All overtime must be preapproved in writing by the employee's immediate supervisor. Paid holidays will be considered working hours for overtime purposes.

All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet/timecard. Failure to follow these requirements may result in a delay of receiving overtime pay.

12. HOURLY WAGE RATES:

Position	2025-2026	2026-2027
Title/LRE Paraprofessionals	\$16.22	\$16.71
Virtual Teaching Assistant (MS/HS)	\$20.28	\$20.89
CLAWS Coordinator (ELEM)	\$20.28	\$20.89
Double Bus Run Student Monitor	\$25.00	\$25.00

Double Bus Run Student Monitor: Any employee wishing to be considered for the Double Bus Run Student Monitor position should put it in writing to the building principal no later than the end of the 1st student day. From those interested, the Double Bus Run Student Monitor position will be offered by the building principal or designee on a rotating basis based upon seniority (i.e., Opportunity #1 will be offered to the most senior employee, followed by 2nd, 3rd, etc...; Opportunity #2 will be offered to the 2nd most senior employee, followed by 3rd, 4th, etc...; Opportunity #3 will be offered to the 3rd most senior employee, followed by 4th, 5th, etc...). This will continue for the entire school year. If an employee wants to be removed from this list, they should put it in writing to the building principal at any time.

13. LAYOFF/RETIREMENT/RESIGNATION:

In the event an employee is <u>laid off</u>, all accrued sick leave and personal leave days will be frozen for a period of two (2) years from the effective date of the lay-off. If the employee is not recalled back to work within a two (2) year period, he/she will forfeit accrued leave days.

Employees who work a minimum of twenty (20) hours per week but less than forty (40), retiring at age sixty-five (65) or with at least ten years of service with Whiteford Schools, will be compensated for sick leave days (number accumulated; capped at 180 days) at twenty-eight dollars (\$28.00) per day.

Employees who work less than twenty (20) hours per week, retiring at age sixty-five (65) or with at least ten (10) years of employment with Whiteford Schools, shall be compensated for unused/accumulated sick leave days as follows: fifteen dollars (\$15.00) per day (number accumulated; capped at one 180 days).

In the event of the death of an employee or of a former employee receiving terminal reimbursement payments, the beneficiary or estate of the employee may elect one of the following options:

- 1. In monthly installments of \$100
- 2. In a lump sum which will be issued within thirty (30) days of the employee's death

All lump sum and monthly installment payments under this provision will be paid to the Whiteford Agricultural Special Pay Plan. This sum will be paid in monthly installments of not more than \$500.00.