SOUTHMORELAND SCHOOL DISTRICT

# PARAPROFESSIONALS AGREEMENT 2023-2025

"HIGH QUALITY LEARNING FOR ALL"

> www.southmoreland.net 2351 Route 981, Alverton, PA 15612



# SOUTHMORELAND SCHOOL DISTRICT PLAN FOR PARAPROFESSIONAL AIDES

JULY 1, 2023 - JUNE 30, 2025

### DOCUMENT DATED 5/11/2023

The above-named "Plan" shall be in effect for persons hired as School District employees to fill the duties described herein beginning on July 1, 2023 and through the year ending on June 30, 2025. Southmoreland School District is the Employer and shall be referred to herein either as "Employer" or "School District". It shall constitute a Salary and Benefit Plan which shall not be diminished during the term of the Plan by the Southmoreland School Board (hereinafter the "Employer"), unless additional requirements are imposed by laws of the Commonwealth of Pennsylvania or of the United States; but it may be increased as to salary or benefits prior to the beginning of a fiscal year. In the event that the School District cannot fill a position with a qualified applicant and in the case of substitute Paraprofessionals, the School District reserves the right to fill vacancies by contracting out.

# A. Basic Requirements:

The general Job Description for Paraprofessional Aides (hereinafter "Paraprofessional") will consist of the classifications set forth herein and such additional classifications as may be created by the School Board in the future for employees who provide services for Special Education students and students with disabilities (hereinafter "Special Needs Students") as more fully set forth herein.

- 1. The Job Descriptions for the Paraprofessionals are attached hereto as: Exhibit A for "Paraprofessional Personal Care Assistant"; Exhibit B for "Paraprofessional Classroom Assistant"; and Exhibit C for "In-Home Paraprofessional". The salary and computed hourly rate for Personal Care Assistant and a Classroom Assistant will be the same and the primary differentiation in their duties will be whether they assist an individual student or several students within a classroom, except as may be separately set forth in the individual Job Descriptions. The primary distinction as to a "In-home Paraprofessional" will be that the Paraprofessional will travel to the home of the Special Needs Student to provide services in the home rather than in a school building classroom. The employer retains the management right to assign Paraprofessionals to the different categories of employment based upon the needs of the employer.
- 2. The Employee must be either a United States Citizen or a Permanent Legal Resident.
- 3. The Employee will provide at Employee's cost and expense the following prior to being hired.
  - a. Complete Employer Application Form;
  - b. Act 151 PA Child Abuse History Clearance;

- c. Act 114 Federal Criminal History Clearance; and
- d. Act 168 Employment History Review.
- 4. Any Paraprofessional desiring to be an "In-Home Paraprofessional" must have a valid Pennsylvania Driver's License. The employee is responsible for maintaining their own individual motor vehicle liability insurance. Mileage will be paid at the current IRS rate.
- 5. Employee will complete any training(s) as provided by and required by the Employer during paid working hours and must satisfactorily complete all requirements.
- 6. Each Employee shall pass Employer's drug screening test and, if hired, must abide by law and School Board Policy not to possess or utilize alcohol, tobacco, vaping products or marijuana on School District property or while performing services with a student either alone or while in transit with a student or in a student's home or assigned place of duties and must not use illegal drugs.
- 7. The Employer reserves the right to require employment references.
- 8. The Employee shall have the following:
  - **a.** If required, hold a current license and certification for the positions for which they seek to be hired;
  - b. Have completed any courses or training required by law or the School District;
  - c. Have appropriate inoculations and Tuberculosis testing as required by law:\

# **B. Job Performance:**

- 1. The Employee shall render services in accordance with applicable law and procedures of the Commonwealth of Pennsylvania and this Plan and School Board Policy and all Federal requirements of the Individuals With Disabilities Education Act as amended and regulations.
- The Employee shall supply supplementary support to a student or students with disabilities either in a classroom on District premises or "In-Home" or such other assigned place as described in the appropriate attached job descriptions.
- **3.** The Employee shall maintain confidentiality and privacy of students and their names, addresses, IEPs, education and medical records and information and that of their parents, except as to provide their services for the Employer, and provide information to the employer.
- **4.** The Paraprofessional will be subject to the direction of the classroom teacher, the building principal, the Employer's Director of Special Education and ultimately the Superintendent.

## C. Compensation and Benefits:

#### 1. Hours of Employment:

Full-time salaried Paraprofessionals shall work seven (7.0) hours per school day and have an additional thirty (30) minutes of unpaid duty-free lunch as per the schedule below. The workday shall begin and end based upon the schedule of the building to which they are assigned with hours currently as follows but subject to change based upon approval of the School Board:

School	Begin Time	End Time
Southmoreland Primary Center	8:30 AM	4:00 PM
Southmoreland Elementary School	8:30 AM	4:00 PM
Southmoreland Middle School	7:45 AM	3:15 PM
Southmoreland High School	7:05 AM	2:35 PM

An "In-Home Paraprofessional's Day will coincide with the time of the school building for which the student's grade level coincides.

An employee may not waive the lunch period in order to leave the building early as the employee must follow the building's scheduled hours.

#### 2. Annualized Salary Method:

a. The employee shall receive his/her annual salary commencing with the first pay in September (provided the employee is active in the payroll system and eligible to be paid) so long as active in payroll, and will be paid in twenty-six (26) installments every other Friday (bi-weekly) thereafter. The amount received, in equal installments, will be equal to the quotient arrived at by dividing the yearly salary by the number of pays in a given year. This could be 26 or 27 pays dependent upon the salary year. The employee will be paid an annual salary as set forth in (c). The first pay will be no sooner than 14 days nor later than 21 days after beginning work but in no event sooner than 10 business days from the date that the Business Office receives the necessary payroll documents. The work days shall coincide with the academic school year calendar as approved by the School Board consisting of 185 days. In the event that the academic school year is altered, the Employee's actual work days may be changed to coincide. The first annual 26 bi-weekly pay cycle will commence with the first in-service days at the beginning of the fall semester on the first regular bi-weekly pay cycle of the District thereafter. Each employee will be required to sign a copy of this Plan so as to constitute a written agreement indicating their consent to the above "Annualized Salary Method" and if the employee either at the beginning of employment or for a subsequent year.

- b. An employee who terminates employment during the school academic year and is still owed earned but unpaid wages will be paid in the next pay cycle no later than 15 calendar days after submission of all required documentation and, if required, School Board approval.
- c. If the employee does not want the "Annualized Payment Method" his/her pay spread over the number of bi-weekly payrolls in the school year but rather to be paid as earned, then the employee must notify the Business Office in writing with their initial payroll documents or if subsequently desiring to change for a succeeding year no later than the April 1st preceding the next school year. Anyone who chooses not to participate in the Annualized Salary Method must continue to pay for benefits during the summer months as invoiced or benefits will be terminated.
- If an employee works for an Extended School Year ("ESY") the additional pay for those days will be added to the next bi-monthly payday without being spread over the 26 bi-weekly pay days.

#### 4. Compensation:

**a.** The academic school year salary for a Full-Time Paraprofessional who works 7 hours per day for 185 work days shall be as follows:

Position	2023-2024	2024-2025
Paraprofessional - Personal Care Assistant (PCA)	\$20,383.30	\$20,720
Paraprofessional - Classroom Assistant (CA)	\$20,383.30	\$20,720

**b.** The salary per hour is for calculating overtime, supplemental and Extended School Year:

Position	2023-2024	2024-2025
Paraprofessional - Personal Care Assistant (PCA)	\$15.74	\$15.99
Paraprofessional - Classroom Assistant (CA)	\$15.74	\$15.99

It is not expected that overtime will be needed; but if it is, it is to be approved in advance by the Director of Special Education and Superintendent.

#### 5. Paid Days Off:

Each employee will be entitled to up to ten (10) paid off days (pro-rated) to be chosen by the employee over the course of the school year or to be used at his/her choice for holidays, sick days, personal or vacation days. Any other days not worked shall not be compensated except for jury duty for which the employee will be paid the difference between his/her regular pay as calculated by the above "salary per hour" and the amount received for the jury duty per day and adjustment made so as to prevent either over or under payment as to the method of School District Payment.

#### 6. Bereavement Days:

The employee may hold one (1) day from the bereavement allotment to be used within 30 calendar days from the date of death of a qualifying deceased person to attend to the deceased's estates/affairs. The district has the right to request verification for purpose for the day. This leave only applies when the employee is scheduled to work, excluding weekends unless an employee's regularly scheduled work week included a weekend day or days. Employees shall be entitled to their regular daily pay during absence resulting from the death of a relative in accordance with the following provisions.

- a. A maximum of four (4) work days from the date of death shall be permitted in each instance of the death of current spouse, parent, child, step-parent, stepchild, brother, sister, half- brother, half-sister, step-brother, step- sister, parent-inlaw, grandchild, or any other person who resides in the same household of the employee.
- b. In case of death of a near relative, there shall be no reduction in salary of said employee for absence on the day of the funeral. A near relative is defined as a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandfather, grandmother, or first cousin.
- c. Requests for exceptions to the above policies must be presented to the Superintendent or Designee.

#### 7. Employee Contribution for Health Care Benefits:

Employees who receive District Provided healthcare coverage (Individual) shall pay the following amount toward premium:

2023-2024: Employees shall pay 10% toward their health insurance premium 2024-2025: Employees shall pay 10% toward their health insurance premium

#### 8. Dental Insurance

The District shall provide, at no additional cost to the employee, dental insurance for the employee only. Full coverage in accordance with the terms of the dental plan stated above will be provided for the individual employee (Subject to underwriter's approval).

#### 9. Vision Insurance

The District shall provide, at no cost, Individual Vision Care coverage for full time paraprofessionals.

- **10.** The Employer will comply with the requirements of the Family and Medical Leave Act of 1993 and will utilize rolling twelve (12) month leave year. The Employee shall be provided with up to twelve (12) weeks of unpaid leave for the purpose of:
  - a. Rearing children recently born or adopted;
  - b. For care of a seriously ill spouse, child or parent; or
  - **c.** For a serious health condition that renders the Employee unable to perform their job responsibilities.
- 11. Any unused personal days, sick days, vacation days or holidays also referred to as "Paid Time Off" ("PTO") or "Paid Days Off" ("PDO") as described in C(5) accrued in the total of ten (10) per year may be rolled over to a subsequent year, but not exceed a total of 20 at the end of any school fiscal year without permission of the Employer. Any unused days at the time of retirement or resignation or death shall be paid at \$50.00 Dollars per day.
- 12. Employees who work the minimum hours required by the Public School Employees Retirement System (PSERS) laws and regulations shall have deductions made from their wages and contributions made by the Employer for their pensions when eligible. For Full-Time employees PSERS deductions are mandatory.
- **13.** Seniority:
  - **a.** In the event of workforce reduction seniority would take precedence. Seniority shall be defined as a cumulative length of service district wide. When two (2) or more employees are hired on the same date, their seniority rank shall be determined by lottery.
  - b. In the event of furlough, any employee identified for furlough shall be realigned into any position, which he/she is qualified to hold. All realignments shall be accomplished in such a manner to furlough the least senior employees.
  - **c.** Recall of furloughed employees shall be in the inverse order of layoffs (senior employee shall be called back first).

# **D. Definitions:**

- 1. <u>Full-Time Paraprofessional:</u> A full-time Paraprofessional will be a person who works at least thirty five (35) or more hours per week during a five (5) day school work week during the school academic year.
- 2. <u>Part-Time Paraprofessional:</u> A part-time Paraprofessional will be a person who works less than Thirty-five (35) hours per week during a 5 day school work week during the school academic year but on a regular basis during the school academic year.
- 3. <u>Substitute Paraprofessional:</u> A substitute Paraprofessional will be a person who fills in for a full-time Paraprofessional or a part-time Paraprofessional as needed by the District who will be compensated at the same hourly rate as set forth in this Plan but will be paid during the regular payroll cycle of the School District. Substitute Paraprofessionals may be hired

either as substitute employees of the District or subcontracted individually or as a group at the discretion of the Employer.

### **E. Non-Discrimination:**

Employer will not discriminate in hiring or continuation of employment or terms and conditions of employment based upon race, color, age, creed, religion, gender, sexual orientation, ancestry, national origin, marital status, pregnancy, familial status or disability in its employment practices.

The Employee hereby agrees to the provisions as to method of payment in Section 2 for an annualized method of payment unless they take the necessary steps for the alternate methods of payment as a written contract of employment for the period for which they are actually employed and acknowledges that they have read and understood the above before signing.

DATE:\_\_\_\_\_

EMPLOYEE'S SIGNATURE

EMPLOYEE'S NAME WRITTEN

END

# Exhibit A

## Paraprofessional Personal Care Assistant Job Description

The Paraprofessional works intensively with students under the direction of a Coordinating Teacher. A Personal Care Assistant is primarily responsible for one student and performs his/her duties as a related service that is documented in the student's IEP.

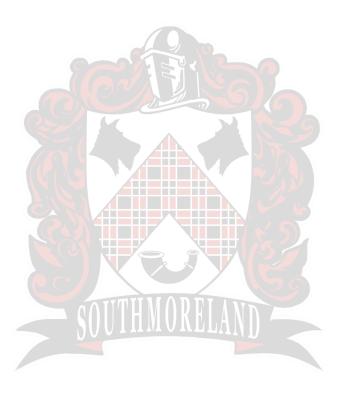
- The Paraprofessional follows a structured regimen, to continually reinforce behavioral changes that truly make a difference in the daily lives of the students and their families.
- Assists in acquiring baseline data and in the implementation of approved programming.
- Follows and implements a behavior plan; consistently redirects challenging behavior when appropriate; maintains neutrality when working through challenging behavior.
- Maintains professional communication (written and verbal) with teachers and co-workers; follows student's or students' daily schedule(s); creates and prepares materials.
- Provides toileting assistance, including; managing schedule, physical assistance, changing disposable diapers, and changing soiled clothing. Assistance with nasal hygiene, fasteners and shoe tying.
- Implements physical restraints when necessary and in accordance with proper CPI procedures and techniques.
- Supervises safe feeding plans for individual children.
- Assists in implementing a student's Individual Education Plan (IEP); updates daily data sheets; identifies programs that require troubleshooting; meets with coordinating teachers to choose next targets; makes appropriate changes to the student's curriculum at the direction and supervision of the teacher.
- Understands and accepts the need for flexibility in working assignments with short notice (building, student, coordinating teacher).
- Performs clerical tasks such as duplicating, typing, preparing flashcards, etc. as directed by the Coordinating Teacher.
- All communications with and to student families occurs only through correspondence from the case-manager.
- Performs other duties as assigned.

#### Skill Requirements:

- Ability to be self-motivated
- Work independently
- Exhibit enthusiasm; Must be cooperative, congenial, service oriented, and promote these qualities.
- Maintain the same high level of ethical behavior and confidentiality of information about students as is expected of fully licensed teachers.
- Demonstrate patience with students and co-workers
- High school diploma with 3 years' experience with Low-Incidence disabilities
- Current clearances

**Physical Requirements:** 

- Physically able to manage active students
- Emotionally able to remain patient and focused
- Requires full range of body motion including handling and lifting students, manual and finger dexterity
- Eye-hand coordination
- Physically able to manage students of varying weight and sizes
- Requires corrected vision and hearing to normal range
- Exposure to communicable diseases and/or body fluids



# Exhibit B

# Paraprofessional Classroom Assistant Job Description

The Paraprofessional works intensively with students under the direction of a Coordinating Teacher. A Classroom Assistant is primarily responsible for the needs of multiple children in the classroom.

- The Paraprofessional follows a structured regimen, to continually reinforce behavioral changes that truly make a difference in the daily lives of the students and their families.
- Assists in acquiring baseline data and in the implementation of approved programming.
- Follows and implements a behavior plan; consistently redirects challenging behavior when appropriate; maintains neutrality when working through challenging behavior.
- Maintains professional communication (written and verbal) with teachers and co-workers; follows student's or students' daily schedule(s); creates and prepares materials.
- Provides toileting assistance, including; managing schedule, physical assistance, changing disposable diapers, and changing soiled clothing. Assistance with nasal hygiene, fasteners and shoe tying.
- Implements physical restraints when necessary and in accordance with proper CPI procedures and techniques.
- Supervises safe feeding plans for individual children.
- Assists in implementing a student's Individual Education Plan (IEP); updates daily data sheets; identifies programs that require troubleshooting; meets with coordinating teachers to choose next targets; makes appropriate changes to the student's curriculum at the direction and supervision of the teacher.
- Understands and accepts the need for flexibility in working assignments with short notice (building, student, coordinating teacher).
- Performs clerical tasks such as duplicating, typing, preparing flashcards, etc. as directed by the Coordinating Teacher.
- All communications with and to student families occurs only through correspondence from the case-manager.
- Performs other duties as assigned.

#### Skill Requirements:

- Ability to be self-motivated
- Work independently
- Exhibit enthusiasm; Must be cooperative, congenial, service oriented, and promote these qualities.
- Maintain the same high level of ethical behavior and confidentiality of information about students as is expected of fully licensed teachers.
- Demonstrate patience with students and co-workers
- High school diploma with 3 years' experience with Low-Incidence disabilities
- Current clearances

**Physical Requirements:** 

- Physically able to manage active students
- Emotionally able to remain patient and focused
- Requires full range of body motion including handling and lifting students, manual and finger dexterity
- Eye-hand coordination
- Physically able to manage students of varying weight and sizes
- Requires corrected vision and hearing to normal range
- Exposure to communicable diseases and/or body fluids

