

Support Staff

**GODFREY-LEE PUBLIC SCHOOLS**

**MASTER AGREEMENT**

**BETWEEN THE**

**GODFREY-LEE SCHOOL DISTRICT**

**AND**

**KENT COUNTY EDUCATION ASSOCIATION**

**MEA/NEA**

41120

**2005-2008**

06 30 2008

KCEA MEA

C O T P

## INDEX

**PAGE**

<b>PREAMBLE.....</b>	<b>1</b>	
<b>WITNESSETH.....</b>	<b>1</b>	
<b>ARTICLE 1</b>	<b>RECOGNITION</b>	
<b>Section</b>	<b>A Certification.....</b>	<b>2</b>
	<b>B The Unit .....</b>	<b>2</b>
	<b>C Excluded From the Unit.....</b>	<b>2</b>
	<b>D New Position(s).....</b>	<b>2</b>
	<b>E Mutual Consent.....</b>	<b>3</b>
<b>ARTICLE II</b>	<b>BOARD RIGHTS</b>	
<b>Section</b>	<b>A Authority.....</b>	<b>3-4</b>
	<b>B Limits .....</b>	<b>4</b>
<b>ARTICLE III</b>	<b>ASSOCIATION AND BARGAINING UNIT MEMBER</b>	
<b>RIGHTS</b>		
<b>Section</b>	<b>A Act 379 of 1965.....</b>	<b>4</b>
	<b>B School Laws.....</b>	<b>4</b>
	<b>C Use of Buildings.....</b>	<b>5</b>
	<b>D Conducting Local Association Business .....</b>	<b>5</b>
	<b>E Use of Equipment .....</b>	<b>5</b>
	<b>F Bulletin Boards .....</b>	<b>5</b>
	<b>G Information .....</b>	<b>5</b>
	<b>H Local Association Input .....</b>	<b>6</b>
	<b>I Citizenship.....</b>	<b>6</b>
	<b>J Civil Rights .....</b>	<b>6</b>
	<b>K Other Organizations .....</b>	<b>6</b>
	<b>L Board Meeting Agenda.....</b>	<b>6</b>
	<b>M Freedom of Information.....</b>	<b>6</b>
<b>ARTICLE IV</b>	<b>MEMBERSHIP DUES OR FEES AND</b>	
	<b>PAYROLL DEDUCTIONS</b>	
<b>Section</b>	<b>A Dues, Deductions, Authorization.....</b>	<b>7-8</b>
	<b>B Direct Deposit.....</b>	<b>8</b>
<b>ARTICLE V</b>	<b>WORK YEAR - WEEK - DAY</b>	
<b>Section</b>	<b>A The Work Year .....</b>	<b>9</b>
	<b>B Work Day - Work Week.....</b>	<b>9</b>
	<b>C Breaks.....</b>	<b>10</b>
	<b>D Overtime Rotation.....</b>	<b>10</b>
	<b>E Lunch/Dinner.....</b>	<b>10</b>

F	Closings.....	10
G	Split Shift.....	10
H	Call In.....	10
I	Absences/Substitutes .....	11
J	Calendar .....	11
K	In-service Days.....	11

<b>ARTICLE VI</b>	<b>WORKING CONDITIONS</b>	
Section	A Supervisors .....	11
	B Materials .....	11-12
	C Provision of Space.....	12
	D Facilities .....	12
	E Telephone .....	12
	F Vending Machines .....	12
	G Parking.....	12
	H Unsafe Conditions .....	12

<b>ARTICLE VII</b>	<b>JOB DESCRIPTION</b>	
Section	A Job Description.....	13

<b>ARTICLE VIII</b>	<b>VACANCIES, PROMOTIONS, AND TRANSFERS</b>	
Section	A Vacancy .....	13
	B Posting.....	13
	C Assignment .....	14
	D Notification .....	14
	E Trial Period.....	14-15
	F Wage Scale.....	15
	G Involuntary Transfer .....	15
	H Temporary Positions .....	15

<b>ARTICLE IX</b>	<b>LEAVE DAY POLICY</b>	
Section	A Leave Days - Deductible.....	15
	B Use of Days .....	16-17
	C Leave Days - Not Deductible.....	17-18
	D Leave Days - Record .....	18
	E Leave Days - Relinquish.....	18
	F Association Leave Days.....	18
	G Attendance Incentive.....	18

<b>ARTICLE X</b>	<b>EXTERNALLY FUNDED PROGRAMS</b>	
Section	A Externally Funded Programs .....	19

<b>ARTICLE XI</b>	<b>UNPAID LEAVES OF ABSENCE</b>	
Section	A Unpaid Leave.....	19

<b>ARTICLE XII</b>	<b>SUBCONTRACTING</b>	
Section	A Subcontracting.....	20
<b>ARTICLE XIII</b>	<b>BARGAINING MEMBER UNIT PROTECTION</b>	
Section	A Evaluation.....	20
	B Complaints .....	20
	C Functions.....	20
	D Personnel File .....	21
	E Subject to Grievance .....	21
	F Conducted Openly .....	21
	G Pre-Observation Conference .....	21
	H Written Evaluation .....	21
	I Evaluation Review .....	22
	J Termination .....	22
	K Hearing .....	22
	L Probationary Period.....	22
	M Representation.....	22
	N Discipline/Just Cause.....	23
	O Evaluation Model and Forms .....	23
<b>ARTICLE XIV</b>	<b>HOLIDAYS</b>	
Section	A Full Year Bargaining Unit Member .....	23
	B School Year Bargaining Unit Member.....	23-24
	C Restrictions .....	24
	D Miscellaneous Provisions .....	24
<b>ARTICLE XV</b>	<b>TRANSFERABLE EXPERIENCE</b>	
Section	A Outside Experience .....	24
	B Godfrey-Lee Experience.....	24
<b>ARTICLE XVI</b>	<b>MAINTENANCE OF STANDARDS</b>	25
<b>ARTICLE XVII</b>	<b>LAYOFF AND RECALL</b>	
Section	A Layoff - Recall .....	25
	B Seniority .....	26
	C Qualified .....	26
	D Wages and Benefits.....	26
	E Address .....	26
	F Recall .....	27
	G Reporting Date .....	27
	H Continuous Layoff .....	27
	I Notice.....	27
<b>ARTICLE XVIII</b>	<b>COMPENSATION</b>	
Section	A Basic Compensation .....	27

B	Overtime .....	28
C	Payday .....	28
D	Travel .....	28
E	Calendar .....	28
F	Extra Curricular.....	28
G	Transportation Conditions.....	28
H	Uniforms .....	29

<b>ARTICLE XIX</b>	<b>STUDENT DISCIPLINE AND B.U. MEMBER PROTECTION</b>	
Section	A Responsibility .....	29
	B Administration of Medication.....	29-30
	C Assault.....	30
	D Legal Counsel .....	30
	E Time Lost.....	30
	F Loss of Personal Property .....	30
	G Complaints From Parents .....	30
	H Expulsion.....	31

<b>ARTICLE XX</b>	<b>INSURANCE PROTECTION</b>	
Section	A Options .....	31
	B Bus Drivers.....	32
	C Purchase of Insurance .....	32
	D Payment of Premium .....	32
	E Paraprofessionals 20-35 Hours .....	32
	Part-Time Custodians 30-35 Hours .....	33

<b>ARTICLE XXI</b>	<b>VACATIONS</b>	
Section	.....	34

<b>ARTICLE XXII</b>	<b>GRIEVANCE PROCEDURE</b>	
Section	A Agent.....	34
	B The Procedure Governing Grievances.....	35-38
	C Class or Group Grievances.....	38-40
	D Authority .....	40
	E Other Remedies .....	40
	F Time Limits.....	40
	G May 1 .....	40
	H Miscellaneous .....	40

<b>ARTICLE XXIII</b>	<b>NEGOTIATION PROCEDURE</b>	
Section	A Discussions.....	41
	B Salary Schedules .....	41

<b>ARTICLE XXIV</b>	<b>MISCELLANEOUS PROVISIONS</b>	
Section	A Full Agreement.....	41
	B Board Policy .....	41

C	Contrary to Law.....	42
D	Board Minutes.....	42
E	Agreement Copies.....	42

<b>ARTICLE XXV</b>	<b>RETIREMENT/SEVERANCE</b>	
Section	.....	42

<b>ARTICLE XXVI</b>	<b>DURATION OF CONTRACT</b>	
	Signatures.....	43

<b>APPENDIX A</b>	<b>2005-06 SUPPORT STAFF SCHEDULE.....</b>	<b>44</b>
	<b>2006-07 SUPPORT STAFF SCHEDULE.....</b>	<b>44</b>
	<b>2007-08 SUPPORT STAFF SCHEDULE.....</b>	<b>45</b>

<b>APPENDIX B</b>	<b>2005-06 CALENDAR.....</b>	<b>46</b>
-------------------	------------------------------	-----------

<b>APPENDIX C</b>	<b>2006-07 CALENDAR.....</b>	<b>47</b>
-------------------	------------------------------	-----------

<b>APPENDIX D</b>	<b>2007-08 CALENDAR.....</b>	<b>48</b>
-------------------	------------------------------	-----------

<b>APPENDIX E</b>	<b>PARAPROFESSIONAL REIMBURSEMENT FORM.....</b>	<b>49</b>
-------------------	---	-----------

<b>GRIEVANCE FORM</b>	<b>INDIVIDUAL GRIEVANCE.....</b>	<b>50-51</b>
	<b>CLASS OR GROUP GRIEVANCE.....</b>	<b>52-53</b>

<b>LETTERS OF AGREEMENT</b>	<b>ESEA.....</b>	<b>54</b>
-----------------------------	------------------	-----------

## PREAMBLE

This agreement is between the Godfrey-Lee Board of Education, in the City of Wyoming, Michigan and the Kent County Education Association, (KCEA), affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA", and the School District of Godfrey-Lee, in the City of Wyoming, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this agreement.

The term "local association", when used hereinafter, shall refer to those employees of the Godfrey-Lee Board as indicated in Article I, Section B. The Association designates the local Association President, or designee, who shall be a local bargaining unit member, as its representative for the administration of this agreement.

## WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its support staff with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the Board and the Association recognize the importance of an orderly and peaceful labor relations for the mutual interest and benefit of the Board, bargaining unit members and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious interpretation and implementation of this Agreement or of policies or regulations of the Board; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

#### A. CERTIFICATION:

Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, and in accordance with the "Certification of Representative", Case No. R 88 C-117 dated May 10, 1988, the Godfrey-Lee Public Schools (hereinafter referred to as the "BOARD") recognizes the Kent County Education Association (hereinafter referred to as the "ASSOCIATION") as the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

#### B. THE UNIT:

Pursuant to the certification, the Board recognizes the Association as the exclusive representative for those persons (hereinafter referred to as "BARGAINING UNIT MEMBERS") who are employed by the Board in the following position (s).

ALL REGULARLY SCHEDULED FULL-TIME AND PART-TIME CUSTODIAL, MAINTENANCE, SECRETARIAL/CLERICAL, BUS DRIVERS AND PARAPROFESSIONAL EMPLOYEES, (including Title I Paraprofessionals) and language paraprofessionals under Bilingual/ELS.

It is also understood that the job title change from AIDE to PARAPROFESSIONAL it is only a name change and does not affect the job descriptions or working conditions in any other way.

#### C. EXCLUDED FROM THE UNIT:

Excluded from this unit is any person employed by the Board in the following position(s):

Central Offices personnel, supervisors, temporary, casual, substitutes, and all other employees.

#### D. NEW POSITIONS:

Any new position, except as noted in "C" above, created during the life of this agreement, possessing the same community of interest as found in 'B' above, will be added to the Unit.



E. MUTUAL CONSENT:

Nothing in this agreement shall require either the Board or Association to negotiate during the term of this agreement. However, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and Association, in writing, and signed by representatives of the Board and Association.

The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II

Board Rights and Responsibilities

A. Authority:

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Make assignments and direct the work of all of its personnel as set forth in this Agreement, determine the number of shifts and hours of work and starting times and schedule all the foregoing.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein with input from the Association, if offered.
5. Adopt reasonable rules and regulations.
6. Determine their qualifications and the conditions of continued employment.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision.

B. Limits on Board Rights:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

### ARTICLE III

#### Association and Bargaining Unit Member Rights

A. Act 379 of 1965:

Pursuant to the Michigan Public Employment Act, the Board hereby agrees that every bargaining unit member employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover 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; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.

B. SCHOOL LAWS:

Nothing contained herein shall be construed to deny or restrict to any bargaining unit members, rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided by law.

C. USE OF BUILDINGS:

The Association and its members shall have the right to use school building facilities for meetings when not conflicting with the duties of the employees or regular scheduled activities of the District. All arrangements should be made through the Superintendent or his/her designee and any additional cost incurred for the use of the facilities shall be borne by the Association. The Association will be notified as to who will be the Superintendent's designee.

D. CONDUCTING LOCAL ASSOCIATION BUSINESS:

Duly authorized representatives of the Association shall be permitted to transact official local association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or interfere with the duties of the bargaining unit member.

E. USE OF EQUIPMENT:

The local Association, for local Association business, shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Local Association shall pay the reasonable cost of all materials and supplies incident to such use.

F. BULLETIN BOARDS:

The Local Association shall have the right to post notices of activities and matters of Local Association concern on support staff bulletin boards, at least one of which shall be provided in each school building. The Local Association may use the district mail service, internet facilities, and mailboxes for communications to bargaining unit members.

G. INFORMATION:

The Board agrees to furnish to the Local Association in response to written requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board Meetings, treasurer's reports, census and membership data, the school directory, salaries and such other non-privileged information and will assist the local Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members together with information which may be necessary for the local Association to process any grievance or complaint.

H. LOCAL ASSOCIATION INPUT:

When the need arises, the President of the Association and the Superintendent may meet, at a mutually agreeable time, for the purpose of reviewing the implementation of the agreement and to resolve problems that may arise.

I. CITIZENSHIP:

The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit members or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit members unless it negatively affects the job performance of the bargaining unit member.

J. CIVIL RIGHTS:

The provision of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Membership in the Association shall not be denied to any bargaining unit member because of race, creed, religion, color, age, sex, marital status or national origin.

K. OTHER ORGANIZATIONS:

The rights granted herein to the local Association shall not be granted or extended to any competing labor organization.

L. BOARD MEETING AGENDA:

The Board shall place on the Agenda of each Regular Board Meeting, any matters brought to its consideration by the local Association as long as those matters are made known to the Superintendent and a copy of the item(s) are placed in his possession at least (4) four normal working days prior to said regular meeting.

M. FREEDOM OF INFORMATION ACT:

If a FOIA request is made for any information on any member of the bargaining unit employed by the district, the Board of Education or administrator representing the Board shall:

1. Notify immediately the affected employee(s) orally and then in writing who are subject to the FOIA request.
2. Release to the employee(s), names of all those requesting the FOIA documents.
3. Allow the employee(s) and/or the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.
5. The Board of Education and/or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

## ARTICLE IV

### Membership Dues or Fees and Payroll Deduction

#### A. DUES, DEDUCTIONS, AUTHORIZATION:

All bargaining unit members shall, as a condition of continued employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/Union or (2) pay a Service Fee to the Association, in an amount determined by the Association less any amount not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. (Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member). Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit members. The remedies set forth in that policy shall be exclusive and unless and until such procedure, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article, shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article IV.

Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of

dues or fees. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member for twenty pay periods. Beginning in September and ending in June of each year, the grounds keepers dues will be deducted during his/her work year.

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA sponsored programs (tax deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer paid, credit union, savings bonds, charitable donations, MEAPAC/NEAPAC contributions or any other plans or programs jointly approved by the Association and Employer.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year or later. Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members, shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

B. DIRECT DEPOSIT:

Direct deposit of paychecks will be made available no later than the issue of the second paycheck in October 2001, with a limit of fifteen (15) banks, selected by the GLEA and GLSSA, being available for the direct deposit option, in addition to the Lake Michigan Credit Union.

ARTICLE V

Work Year - Work Week - Work Day

A. WORK YEAR:

1. **School Year Bargaining Unit Members**  
The normal work year for school year bargaining unit members shall follow the school calendar.
2. **Twelve Month Bargaining Unit Members**  
The normal work year for twelve-month (year round) bargaining unit members shall follow the twelve-month calendar.
3. **Secretarial Bargaining Unit Members**  
The normal work year for secretarial bargaining unit members shall follow the same schedule as the Building Administrator in their respective buildings.

B. WORK DAY/WORK WEEK:

1. **Work Week**  
The work schedule will be developed by the Employer based on the Employer's determination of the needs and resources of the District. The normal work week for bargaining unit members shall be five (5) days per week, Monday through Friday, unless mutually rearranged between the Employer and the bargaining unit member.
2. **Work Day**  
The work day for each classification is as follows:

Custodians/Maint	Eight (8) hours per day
Secretaries	Six (6) to eight (8) hours per day
Drivers	A.M., Noon and P.M. runs (hours may vary)
Paraprofessionals	Student day (hours may vary -more or less)
Title I Parapro.	Schedules may vary as assigned by supervisor
3. The Title I Paraprofessional positions are to be considered part-time positions of up to 24 hours per week.
  - a. There shall be an exception for the Computer Lab Title I Paraprofessional position, which may be scheduled up to 29 hours per week including classroom hours. It is agreed that if the current employee in this position (Kathleen Ostrander) should end her employment with the district for any reason, that the classroom and lab hours will be posted separately.
  - b. The position of Title I Certified Paraprofessional shall have work hours as assigned. The district agrees to consult with the employee/association and will assign hours as allowed by funding levels.

C. BREAKS:

Bargaining unit members shall be entitled to a twenty (20) minute relief period for each four (4) hours of work.

D. OVERTIME ROTATION:

When the Employer determines that overtime is necessary, overtime shall be divided among bargaining unit members within each classification and/or building as follows:

1. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing the overtime. Building checks on weekends are excluded from any rotation schedule.

E. LUNCH/DINNER:

All bargaining unit members whose job requires five (5) or more consecutive hours in one day will be entitled to at least one-half (1/2) hour unpaid lunch period. If breaks are interrupted, they may be resumed at a more convenient time.

F. CLOSINGS:

School closings will be announced on radio and phone chain, process to be announced by the Superintendent each September. One-hour notification shall be given to bargaining unit members.

All bargaining unit members will be paid and not required to work for school cancellations, unless requested by supervisors. If school is not canceled by one hour prior to school and bargaining unit members arrive at school, they will be paid a minimum additional two hours.

If the State requires any canceled days to be made up, the bargaining unit members will work those days without pay for as many days as were paid and canceled. Any additional canceled days will be paid.

G. SPLIT SHIFT:

Extended split shifts will not be assigned unless mutually agreed between the Employer and the bargaining unit member.

H. CALL IN:

Bargaining unit members called in to work on their off duty time shall be guaranteed a minimum of two (2) hours overtime work.



I. ABSENCES/SUBSTITUTES:

Bargaining unit members shall be informed of a telephone number they may call one hour ahead to report unavailability for work. Once a bargaining unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute bargaining unit member.

J. CALENDAR:

A custodial and maintenance work calendar including shift hours will be developed each year and distributed the first week of school. Emergency shift changes on a temporary basis may be instituted with a one-day notice, but may be refused if conflicts are present.

K. IN-SERVICE DAYS:

All members of the bargaining unit will be provided, in the 2005-06 school year, with no less than five (5) one-half (1/2) day in-service sessions and in 2006-07 and beyond, (4) one-half (1/2) day in-service sessions on days when in-services are scheduled for teachers. In-service sessions may be provided jointly with the teachers if the subject matter is appropriate to support staff, or may be scheduled independently. Possible topics for in-service are Bloodborne Pathogens Training, CPR/First Aid, Passive Restraint Techniques, School Safety Plan, and Software Training for clerical employees.

## ARTICLE VI

### Working Conditions

A. SUPERVISORS:

A bargaining unit member shall be responsible to only one supervisor, said supervisor to be designated by the Board. In the absence of a building supervisor (principal), or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

B. MATERIALS:

The Board shall provide without cost to the bargaining unit member, the following:

- (1) First aid kits and materials in each building office.
- (2) Safety equipment including, but not limited to: goggles, shields, barriers, hard hats, safety shoes, glasses and auditory protection devices where applicable as required by MIOSHA.
- (3) Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.

- (4) Tools and materials necessary to perform assigned jobs as determined by the Superintendent.

C. PROVISION OF SPACE:

The Board will attempt to provide a lockable space, and a mailbox for each bargaining unit member.

D. FACILITIES:

The Board shall provide rest areas and rest rooms for bargaining unit member use.

E. TELEPHONE:

Telephone facilities shall be made available to bargaining unit members for their reasonable use, not to include personal toll calls charged to the school.

F. VENDING MACHINES:

Upon the request of the Local Association, a vending machine shall be installed in the District in an area designated by the Board.

G. PARKING:

Adequate off-street paved parking facilities shall be provided and properly maintained and identified exclusively for staff use.

H. UNSAFE CONDITIONS:

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.

## ARTICLE VII

### Job Descriptions

For each classification, job descriptions will be developed within thirty (30) days after ratification of this Agreement, said descriptions shall be developed by the Employer with input from the Association and may be revised from time to time as the needs of the District change. The descriptions shall be distributed to all current bargaining unit members when hired by the District. The descriptions will include at a minimum:

- (1) Job Title and Description
- (2) Minimum requirements
- (3) A specific statement of required tasks and responsibilities.

Current job descriptions for Title I will be reviewed with the bargaining unit as the district updates all of its job descriptions.

## ARTICLE VIII

### Vacancies, Promotions and Transfers

#### A. VACANCY:

A vacancy shall be defined as a newly created position or a present position that is not filled that the Board wants to fill.

#### B. POSTING:

When the Board determines that there is a vacancy to be filled, the position will be posted within five (5) days.

All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:

- (a) Type of work
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements

Interested bargaining unit members may apply in writing to the Superintendent or designee, within the ten (10) day posting period. The Board shall notify bargaining unit members in writing of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail or hand delivery.

C. ASSIGNMENT:

Vacancies shall be filled with the most senior applicant from within the affected classification providing that he/she meets the minimum requirements of the posted job as per section (B) above.

Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled on the basis of competency, qualifications, experience and seniority of the individual. Where the qualifications of the candidates for vacancies are equal, the candidate with the most seniority shall be awarded the position. It is understood that the Board has the right to determine qualifications.

Title I Paraprofessionals will be considered a separate classification to which this article does not apply. A bargaining unit member shall not have any fashion of a combined Regular/Special Ed assignment and Title I assignment for purposes of schedule or any other purpose. The two staff (Pam Hart and Debra Blevins) currently working in both classifications may continue to do so for purposes of keeping their current schedule only. Schedules with both Regular/Special Ed and Title I hours may not be combined for the purpose of calculating benefits.

D. NOTIFICATION:

The Board shall act at the next regularly scheduled Board meeting. When the Board reaches a decision, each applicant shall be so notified in writing with a copy provided to the Association.

E. TRIAL PERIOD:

In the event of promotion in the classification or transfer from one classification to another, the bargaining unit member shall be given a twenty (20) work day trial period in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

After successfully completing the 20 day trial period, the bargaining unit member shall remain in any new classification assignment until July 1st before being eligible to apply for another transfer unless such transfer was involuntary or a layoff and the previous job classification is reinstated within the one year period.

If, a bargaining unit member whose job is displaced requests more than one trial period, the matter will be deferred to a tri-party composed of the superintendent or designee, the GLSSA president or designee and a third party agreeable to both the District and the Association. If the majority opinion of the tri-party is that a second bump in this particular instance would

be too hard on the district, it will not be allowed. If the tri-party majority feels it deprives the bargaining unit member of their rights and is too harsh, it would be allowed.

F. WAGE SCALE:

Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

G. INVOLUNTARY TRANSFER:

The parties agree that involuntary transfers of bargaining unit members are to be minimized and avoided whenever possible and effected only for reasonable and just cause.

H. TEMPORARY POSITIONS:

Any bargaining unit member asked by a supervisor to temporarily assume the duties of another bargaining unit member will be paid for those duties. A bargaining unit member's pay rate shall not be reduced by any temporary change in duties.

## ARTICLE IX

### Leave Day Policy

A. LEAVE DAYS - DEDUCTIBLE:

Each full year bargaining unit member will be credited each year with fifteen (15) days of leave with pay. Each school year bargaining unit member will be credited each year with twelve (12) days, (prorated at their contracted workday), the unused portion of which shall accumulate from year to year without limitation. Title I Paraprofessionals will be given twelve (12) leave days if they work a five day per week schedule, nine (9) leave days if they work a four day per week schedule, and six (6) leave days if they work a three day per week schedule. The Title I Certified Paraprofessional will be given twelve (12) leave days if scheduled for five days per week and eight (8) leave days if scheduled for three days per week.

A leave day is to be considered the number of hours regularly scheduled to be worked on the day of absence.

When Credited: Bargaining unit members shall receive the full allowance for the year, which shall be credited at the beginning of the school year.

Less Than Full Year: Any bargaining unit member completing the year shall be entitled to one day for each month worked.

**B. USE OF DAYS:**

Leave days deducted from the total may be taken for the following reasons subject to the following conditions:

1. **Personal Illness or Disability** - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability. The Superintendent may, at his/her discretion, demand a doctor's statement certifying the beginning period and ending period of illness and/or physical disability if the bargaining unit member is absent more than two (2) consecutive days.
2. **Use of Days Leave of Absence** - When a bargaining unit member is on a leave of absence due to illness, the bargaining unit member has the right to elect to use the benefits accrued under sick leave policy.
3. **Funerals** -
  - a. **Non chargeable leave days:**

To make arrangements for and attend the funeral of immediate family members, (mother, father, spouse, or those who stand in their stead, sister, brother, grandparents, grandchildren, children, foster children and relatives of the employee or spouse) up to three (3) days may be used.
  - b. **Chargeable leave days:**

To attend funerals for other deaths, up to one (1) day may be used. Additional days may be granted at the discretion of the Superintendent.
4. **Illness in the Family** - The bargaining unit member may use leave days for caring of members of the immediate family. The immediate family is defined in Paragraph #3 above.
5. **Medical Care or Nursing Care:** The bargaining unit member may use up to four (4) days to make arrangements for medical or nursing care for a member of one's immediate family as defined in Paragraph #3 above.
6. **Doctor's Appointments:** The bargaining unit member may use leave days for doctor's appointments with prior permission of that bargaining unit member's immediate supervisor.
7. **Personal Days:** The bargaining unit member may use two (2) days per fiscal year for personal business. These days may not be used consecutively. (Personal Day language applies to Title I Paraprofessionals).

- a. Bargaining unit members desiring to use such leave shall notify at least four (4) working days in advance of the anticipated absence, except in cases of emergency, in such case the bargaining unit member shall notify as soon as possible. The notification by the bargaining unit member shall be given in writing to the bargaining unit member's immediate supervisor.
- b. Such leave is not to be used for other compensated work. Such leave will not be granted or used for the first or last day of the school year or the last working day preceding or the first working day following a vacation period. (Exceptions: graduation exercises for the bargaining unit member, spouse or children; honors convocation honoring the bargaining unit member and/or military departure of children).

C. LEAVE DAYS - NOT DEDUCTIBLE:

Leave days with pay not chargeable against the bargaining unit member's leave days shall be granted for the following reasons:

1. Jury Duty

A bargaining unit member who serves on jury duty during his/her normal work hours will be paid the difference between his/her pay for jury duty and his/her regular pay. Money received as reimbursement for expenses will not be considered as a part of the pay received. Bargaining unit members shall furnish a written statement from the court showing the day and time of jury duty or witness service they were eligible to receive for each day, including reimbursed expenses. Those who work second shift and miss work hours because of jury duty may come in to work after jury duty and only report to the school district that portion of jury duty pay earned during the scheduled work shift.

2. Court Appearances

When subpoenaed as a witness in school related activities.

3. Workers Compensation

A bargaining unit member who is absent due to an injury which is compensatory under Workers Compensation, may use his/her accumulated sick leave on a proportional basis to supplement the benefit received from Workers Compensation so that the amount of expendable income the bargaining unit member receives from Workers Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Workers Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member returns to work, whichever happens first.

Should this supplemental payment be found to be subject to the coordination requirements of Workers Compensation, so that the amount of the Workers Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Workers Compensation benefit provided by the statute. Board paid insurance will continue during a Worker's Compensation disability until earned sick leave is exhausted, plus 60 calendar days.

4. Military Service Physical Examination: Such time as required.
5. Administrative Requests: Attending any function when so requested by the administration.
6. Conferences: Expenses for attendance at conferences will be reimbursed. Permission to attend a conference is subject to the approval of the immediate supervisor and requests to attend these conferences are to be presented to the immediate supervisor at least four (4) days in advance of planned attendance.

D. LEAVE DAYS - RECORD:

The Board shall furnish each bargaining unit member with a written statement at a date no later than the first of October of accumulated sick days.

E. LEAVE DAYS - RELINQUISH:

Any bargaining unit member, at their own discretion, may relinquish up to and including five (5) of their unused portion of leave days to another bargaining unit member whose leave days are or will be depleted.

F. ASSOCIATION LEAVE DAYS:

The Union shall be provided a total of three (3) one person days per year of paid released time for its officers and representatives to attend conferences and other Union business. The Union will pay the cost of furnishing substitutes, if they are used. Additional days may be added at the discretion of the Superintendent.

G. ATTENDANCE INCENTIVE:

Employees with fifteen years of service and 75 days of accumulated leave shall annually receive \$150.00. Date of payment shall be by June 30<sup>th</sup> of each year. The eligibility for meeting the above requirements for payment of the annual stipend is the employee's first active workday in May.



## ARTICLE X

### Externally Funded Programs

The parties agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed bargaining unit members employed on the effective date of this Agreement, or to cause the loss of work or employment benefits to the same.

## ARTICLE XI

### Unpaid Leave of Absence

#### UNPAID LEAVE

Bargaining unit member may, upon written request, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position (public or private).
- \*2. Maternity/child care/adoption leave.
- \*3. Illness leave (physical or mental).
- \*4. Prolonged illness in the family.
5. Educational leave.
6. Military duty leave.
7. Work experience leave.

\*Items 2, 3, 4 shall be granted the first year.

Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.

Upon return from leave, the bargaining unit member shall be returned to the position he/she held at the time the leave was granted or to a similar position to which his/her seniority and qualifications entitled him/her.

Unpaid leave for maternity/child care/adoption or prolonged personal or family illness shall be granted for requests up to twelve weeks each year, even during the first year. Salary, benefits, and seniority will not accumulate for unpaid leaves of one year or more, except in the case of military duty leave.

## ARTICLE XII

### Subcontracting

The right to contract or subcontract is vested in the Employer.

## ARTICLE XIII

### Bargaining Unit Member Protection, Evaluation and Progress

#### A. BARGAINING UNIT MEMBER EVALUATION:

Observation and evaluation of the performance of each bargaining unit member is the responsibility of the Board. An observation is a visit of not less than thirty (30) minutes by the immediate supervisor to the bargaining unit member's place of performance for the purpose of gathering information. It is understood that additional observations of less than thirty (30) minutes may be used in evaluations. An evaluation is an official written record signed by the administration and the bargaining unit member that is placed in the bargaining unit member's official personnel file. Such evaluation shall be completed on/or before April 1st.

1. At the successful completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision.
2. Bargaining unit members will be observed at least once per year with a written evaluation made at least once every two (2) years.

#### B. COMPLAINTS:

Any complaint made against a bargaining unit member or person for whom the bargaining unit member is administratively responsible, by a parent, student, or other person, will be promptly called to the attention of the bargaining unit member. Complaints shall not be incorporated into the bargaining unit member's evaluation or personnel file unless the complaint has been reduced to writing and the bargaining unit member has been informed of the complaint in advance.

#### C. FUNCTIONS:

When conducting the observation, the immediate supervisor shall not attempt to participate in the functions which are the duties and responsibilities of the bargaining unit member.

D. PERSONNEL FILE:

Each bargaining unit member shall have the right, upon request, to review the contents of any file concerning him/her excluding initial reference, in the presence of an administrator. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in this review. Each bargaining unit member's personnel file shall contain the following minimum items of information:

1. Required medical information.
2. All evaluation reports.

No material may be placed within the personnel file without allowing the bargaining unit member an opportunity to file a response thereto, and said response shall become a part of said file.

E. SUBJECT TO GRIEVANCE:

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

F. CONDUCTED OPENLY:

All monitoring or observation of the bargaining unit member's job performance shall be conducted in person and with the full knowledge of the bargaining unit member.

G. PRE-OBSERVATION CONFERENCE:

The initial observation shall be preceded by a pre-observation conference between the immediate supervisor and the bargaining unit member, so that the immediate supervisor may be apprised of the bargaining unit member's objectives, methods, and materials used for the work situation during which the bargaining unit member is to be observed.

H. WRITTEN EVALUATION:

All evaluations shall be in writing and a copy given to the bargaining unit member within ten (10) days of the observation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

I. EVALUATION:

A written evaluation of the job performance of each bargaining unit member will be completed by the immediate supervisor. The evaluation will be reviewed by the immediate supervisor and the bargaining unit member. Upon completion of the review, both the immediate supervisor and the bargaining unit member shall sign the evaluation. A copy will be given to the bargaining unit member and a copy will be placed in the Board's official personnel file of the bargaining unit member.

J. TERMINATION:

Prior to the administration recommending to the Board that a bargaining unit member be terminated, the bargaining unit member will be notified of such recommendation.

K. HEARING:

Each bargaining unit member who has completed at least two years of employment with the Board prior to the date of notification (see paragraph J) in any position listed in Article I, Section A, shall be entitled to a hearing before the Board prior to termination.

L. PROBATIONARY PERIOD:

All bargaining unit members employed by Godfrey Lee Public Schools for the first time shall serve a sixty (60) calendar day probationary period. Upon completion of said sixty (60) day probationary period, he/she shall be considered a permanent employee and shall be granted seniority and benefits back to the first day he/she worked for the district.

All permanent bargaining unit members, who voluntarily apply for and are accepted to a new classification, shall serve a 20 work-day tryout period in the new classification. During the 20 work day tryout period, the bargaining unit member may decide to return to his/her former position (which will be held open or filled with a substitute for 20 days) or the district may decide to return the bargaining unit member to his/her former position. This action will not be grievable.

Any bargaining unit member involuntarily transferred to a new classification shall not be required to serve a probationary period in the new classification.

M. REPRESENTATION:

A bargaining unit member shall have an opportunity to have present a representative of the local Association when he/she is being reprimanded or disciplined for any infraction of school policy or delinquency in performance, excluding the formal observations and evaluations. No action shall be taken with respect to the bargaining unit member until such representative of the local Association is present. The local Association representative may invite to the meeting an Association representative. A member of the Association involved in extracurricular activities may have a representative present in an unofficial capacity when he/she is being reprimanded, warned, or disciplined.

N. DISCIPLINE/JUST CAUSE:

No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any profession advantage without just cause. Any such disciplinary action, reprimand, or reduction in rank, compensation or advantage shall be subject to the professional grievance negotiations procedure herein set forth. Any such discipline shall be progressive in nature except in cases of theft, possession of drugs or intoxicants and serious misconduct, which may incur the immediate penalty of discharge.

O. EVALUATION MODEL AND FORMS:

The Employer, with input from the Association, shall determine the model and forms, subject to the approval of the Board, to be used in the evaluation process.

ARTICLE XIV

Holidays

A. FULL YEAR BARGAINING UNIT MEMBERS:

Twelve-month bargaining unit members will be eligible for the following holidays:

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Day before Christmas Day  
Christmas Day  
Day before New Years Day  
New Years Day  
July 4th  
Memorial Day

B. SCHOOL YEAR BARGAINING UNIT MEMBERS:

School year bargaining unit members will receive holiday pay for the following holidays that fall during their scheduled work year or within or immediately prior (within (5) calendar days) of the beginning of their scheduled work year:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Years Day  
Memorial Day

Title I Paraprofessionals (not including the Certified Teacher Paraprofessional) will receive pay for the following holidays that fall during their scheduled work year or within or immediately prior (within (5) calendar days) of the beginning of their scheduled work year:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Years Day  
Memorial Day

Holiday pay will be determined by the number of hours normally scheduled per day.

C. RESTRICTIONS:

To receive holiday pay, the bargaining unit member must work the last assigned workday before and after the holiday. If the holiday falls on a Saturday, then the proceeding Friday shall be the holiday. If the holiday falls on a Sunday, then the Monday following shall be the holiday.

D. MISCELLANEOUS PROVISIONS:

1. Part-time bargaining unit members will receive holiday pay pro-rated at their regular contract ratio to full-time.
2. It is understood that should a holiday fall on a scheduled student day, arrangements for rescheduling holidays will be made with the Superintendent and the Association President.

## ARTICLE XV

### Transferable Experience

A. OUTSIDE EXPERIENCE:

The Board recognizes the value of experience gained by bargaining unit members in other related employment and agrees that all bargaining unit members employed by Godfrey-Lee Public Schools for the first time may be put on the salary schedule at the step which properly reflects their related experience outside the system. This allowance may be made up to and including two (2) years of experience.

B. GODFREY-LEE EXPERIENCE:

Full credit for prior experience in the Godfrey-Lee Public School system may be allowed.

## ARTICLE XVI

### Maintenance of Standards

The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by mutual agreement.

## ARTICLE XVII

### Layoff and Recall

#### A. LAYOFF-RECALL:

In the event it becomes necessary to reduce the number of bargaining unit members through layoff of employment, the Board will follow the layoff procedure outlined below:

1. Prior to any necessary reduction of bargaining unit members, the Association president and the superintendent or their assignees, will meet to review the contract and plan for implementation of the layoff procedure.
2. The Board will consider the application of any bargaining unit member who voluntarily requests to be placed on layoff status.
3. If reduction is still necessary, the probationary bargaining unit member with the least seniority (see Section B below) with the Board, will be laid off first, provided there is a fully qualified bargaining unit member to replace and perform all the needed duties of the laid off and/or existing positions. (Seniority is district wide, not classification wide.) The Board is not required to keep any employee in a position for which he/she is not qualified. Title I Paraprofessionals seniority will be separate and not district wide.
4. If reduction is still necessary, the procedure outlined in paragraph 3 above will be repeated until sufficient reduction is reached.
5. If reduction is still necessary, the procedure outlined in paragraphs 2 and 3 above will be repeated with non-probationary bargaining unit members until sufficient reduction is reached.
6. It is understood that displaced bargaining unit members may exercise their seniority rights by bumping the last senior bargaining unit member with a comparable job which they are qualified to perform. It is expressly understood that Regular and Special Education Paraprofessionals shall not be allowed to bump Title I Paraprofessionals and Title I Paraprofessionals shall not be allowed to bump Regular and Special Education Paraprofessionals.

B. SENIORITY:

1. Seniority is defined as the total employment service with the Board; it shall be determined by the actual starting date or Board Action, whichever of these comes first.
2. Ties in seniority shall be broken by a drawing.
3. Employees who work under special programs, and who subsequently are hired as regular employees, shall accumulate seniority from the original date of hire unless otherwise provided for by law.
4. Seniority shall be lost by a bargaining unit member:
  - a. Upon termination, resignation or retirement,
  - b. If discharged permanently for proper cause after receiving due process
  - c. If absent for three (3) consecutive days without notifying the building principal, unless satisfactory reason is provided.

C. QUALIFIED: Qualified should be defined as follows and includes all the following:

1. Any bargaining unit member who has successfully completed a probationary period in a classification or meets the requirements of the job description (See Article VII) is deemed qualified.
2. Any bargaining unit member who has regularly performed services in the position or classification to be filled or continued, for the Board within the last three (3) years preceding the layoff.
3. Any bargaining unit member who has received a "satisfactory" evaluation during the last two (2) years preceding layoff.

D. WAGES AND BENEFITS:

Any layoff pursuant to this Agreement shall automatically terminate the bargaining unit member's individual employment benefits allowed including all wages and benefits within this Master Agreement, except that insurance benefits will be paid throughout the summer if the school year was completed. In the event of a recall of any bargaining unit member on layoff, the Board shall restore all rights, wages, and benefits provided for in the Agreement which is in effect at the time of recall to such bargaining unit member.

E. ADDRESS:

Any bargaining unit member who is on layoff shall keep the Board informed of his/her current home address and telephone number.



F. RECALL:

Bargaining unit member(s) on layoff shall be recalled in inverse order of the layoff procedure provided the bargaining unit member being recalled is fully qualified to be employed in the existing vacancy.

G. REPORTING DATE:

Any bargaining unit member who is recalled and does not make himself or herself available for employment within ten (10) working days or written receipt of notice, or on a later date mutually agreed upon by the Board and the bargaining unit member, shall be considered and treated as a voluntary termination of employment from the Board by the bargaining unit member.

H. CONTINUOUS LAYOFF:

Bargaining unit members on layoff shall retain their seniority for purposes of recall for a period of three (3) full years, after which they shall lose their seniority and any further rights under this agreement.

I. NOTICE:

The bargaining unit member who is to be laid off shall be given written notification of such action and an opportunity for a meeting with the Superintendent at least sixty (60) days before the layoff will occur.

If a bargaining unit member is laid off during the school year, said unit member's health benefits shall continue to remain in effect without cost to the member to the end of the next full month following the date of layoff to the extent available through the contracted insurance agent. If the school year was completed, benefits will continue through the summer.

Due to the funding nature of Title I, the notice on layoff for those employees will be for ten (10) working days before the layoff will occur. If funding cuts in Title I are made prior to June 30 the notice for layoff will be twenty (20) working days before the layoff will occur.

## ARTICLE XVIII

### Compensation

A. BASIC COMPENSATION:

The basic compensation of each bargaining unit member shall be set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this Agreement.

B. OVERTIME:

1. Time and one-half (1 1/2) will be paid for any work over eight (8) hours in one day or over forty (40) hours per week, and on Saturdays and Sundays and holidays (unless these days are part of a regularly scheduled workweek).
2. Compensatory time off may be given if mutually agreeable between the superintendent and the bargaining unit member.

C. PAYDAY:

Payday shall be every two (2) weeks for the previous weeks of work based upon time cards approved by the supervisor.

D. TRAVEL:

Bargaining unit members using their own vehicles at the request of the District shall be reimbursed at the current IRS rate per mile.

E. CALENDAR:

The Salary Schedule for paraprofessionals, school year drivers and secretaries is based upon the regular school calendar as set forth in Appendix C and the normal work year as defined in this Agreement. For assignments in excess of the regular school calendar, school year bargaining unit members will be compensated at their normal rate.

F. EXTRA CURRICULUM:

Bargaining unit members involved in voluntary extra duty assignments as set forth in Appendix B1 and B2 of the teacher agreement, shall be compensated in accordance with the provisions in the teacher agreement without deviation.

G. TRANSPORTATION CONDITIONS:

1. Each driver will be allotted one twenty (20) minute period per day for required bus inspection, fueling and check. An additional ten (10) minutes will be allotted for required bus checks for each extra trip.
2. A meal reimbursement will be provided for trips over four (4) hours. A receipt is required. (\$7.00 meal reimbursement if trip involves lunch or dinner hour; and \$14.00 if trip involves both the lunch and dinner hour.)
3. One winter jacket and one summer jacket with school district identification will be provided to each full-time bus driver. One extra set for subs-extra large.

H. UNIFORMS:

All custodians and maintenance workers will be provided with three uniforms each year. The uniform will consist of shirt and pants. The uniforms must be worn when working. Cleaning and repair of the uniforms is the responsibility of the employee.

Each work site will have two pair of coveralls available to wear to protect uniforms as needed. (Size "L" or "XL", or as decided by custodial/maintenance staff at the site.) Coveralls will be replaced as needed.

All full-time lead custodians and custodians can exchange one (1) uniform for one (1) coat. Additionally, all maintenance workers shall be provided one (1) coat.

Maintenance and grounds workers will be annually provided with all-weather work boots not to exceed \$60 per year.

ARTICLE XIX

Student Discipline and Bargaining Unit Member Protection

A. RESPONSIBILITY:

The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property. The Board shall reimburse the bargaining unit member in such instance, for the loss, damage or destruction of personal property when the loss, damage or destruction is not the result of the bargaining unit member's negligence. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board may take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such pupil.

B. ADMINISTRATION OF MEDICATION:

For those medications that need to be administered in school, there shall be a written school policy, developed by representatives of the Board, Association, and parents that set the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. The policy shall include a definition of medications and corresponding administrative procedures, i.e., orally, by inhaler or injection, in drop form or

applied to the skin. The policy shall specify who "does what" (i.e., transporting medication from home to school, etc.) and shall provide paid in-service training for staff who will be administering medications. Written permission from both the parents and the physician, as well as written instructions for the administration of the medication, must be submitted prior to the administration of any medication to any student. No bargaining unit member shall administer any medication to a student without an adult witness present.

C. ASSAULT:

Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.

D. LEGAL COUNSEL:

If any bargaining unit member is complained against or sued as a result of any action taken by the bargaining unit member while in pursuit of his/her employment, the Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such complaint or suit, as long as such action was not contrary to Board policy, rules or regulations and render all necessary assistance to the bargaining unit member in his/her defense as covered under the existing Board Liability Insurance Policy.

E. TIME LOST:

The Board reserves the right to pay the bargaining unit member for time lost on a case to case basis in connection with any incident in this article.

F. LOSS OF PERSONAL PROPERTY:

In the event of an altercation between a student and a bargaining unit member while on duty in the school or on the school premises in which the bargaining unit member has acted according to stated Board policies covering the situation, the Board will reimburse the bargaining unit member for any loss or damage of the bargaining unit member's personal property. If the bargaining unit member is injured in such an altercation, approved medical and hospital expenses incurred during the following twelve (12) months which are not covered by Worker's Compensation or hospitalization insurance will be reimbursed by the Board.

G. COMPLAINTS FROM PARENTS:

No action shall be taken upon any complaint by the parent of a student directed towards the bargaining unit member unless that complaint is in writing, and signed by the parent. Nor shall notice thereof be included in said bargaining unit member's personnel file, unless a copy of the information is provided to the bargaining unit member concerned. The bargaining unit member shall also be provided the opportunity to meet with the parent concerned.

H. EXPULSION:

Corporal punishment, expulsion and suspension procedures will follow the adopted Board Policies and the School Code.

Bargaining unit members will receive copies of the Board policies, rules and regulations.

ARTICLE XX

Insurance Protection

The Board agrees to furnish to all bargaining unit members the following insurance protection:

A. Each full-time\* bargaining unit member may elect insurance coverage according to one of the options, MESSA PAK Plan A or MESSA PAK Plan B, as defined herein below: Effective November 1, 2005, the member may select either MESSA PAK A insurance option (MESSA Super Care I 2003 Revised or MESSA Choices II), but selection of the MESSA PAK A with the existing Super Care I Health option shall result in the member paying the cost difference between the straight rates of the Super Care I Health Plan and the MESSA Choices II Health Plan for the employee's coverage level (single, 2-person, or full family).

1. Plan A:

Super Care I Health Insurance (2003 Revised), w/\$5/\$10 Rx and \$100/\$200 deductible, Long Term Disability Insurance at sixty-six (66) & 2/3% with ninety (90) day waiting period, (modified fill) - \$4,000 maximum.

Delta Dental Plan, 100/100/90/80 with suffix coordination 50/50/50/50, \$2,000 annual max, \$1500 with Adult orthodontic.

Life insurance of \$45,000 - AD&D  
Vision Care Plan VSP III

OR:

Plan A:  
MESSA Choices II health Insurance, Long Term Disability Insurance at 66 & 2/3% with ninety (90) day waiting period (modified fill) - \$4,000 Maximum

Delta Dental Plan, 100/100/90/80 with suffix coordination 50/50/50/50, \$2,000 annual max, \$1,500 with Adult Orthodontic.

Life Insurance of \$45,000 - AD&D  
Vision Care Plan VSP III

2 . Plan B:

LTD - Same as Plan A  
Delta Dental - Same as Plan A  
Vision - Same as Plan A  
Life Insurance - \$50,000  
Dependent Life - \$2,000/\$2,000  
Annuity/Cash Option - \$250.00 per month

\*Any bargaining unit member who works thirty-five (35) hours or more per week during the school year, shall be considered a full-time employee.

- B. For those bus drivers (bargaining unit members) who work an average of 140 hours per month during the school year (excluding Christmas and Easter school break periods) while school is in session, will qualify for insurance. If the monthly average falls below 140 hours, the bargaining unit member will have a prorated amount deducted from his/her next regular paycheck. If the monthly average falls below 140 hours for three months, then the insurance premium will become the full obligation of the bargaining unit member.
- C. Any bargaining unit member working less than 35 hours per week may purchase MESSA Super Care I or MESSA Choices II health insurance by payroll deduction.
- D. The Board shall make payment of insurance premiums for each bargaining unit member to provide insurance coverage for the full twelve month period commencing on September 1 and ending August 31 when necessary. Premiums in behalf of the bargaining unit member shall be made retroactively or prospectively to insure uninterrupted participation and coverage.
- E. Insurance Protection – Paraprofessionals and Part-Time Custodians
1. Paraprofessionals currently working thirty (30) or more hours, but less than thirty-five (35) hours per week shall receive the Board-paid PAK B benefits above with the exception of the monthly annuity/cash option. Said paraprofessionals shall also receive the \$1,000 non-previously reimbursed expense benefit in paragraph #2 below.
  2. All Paraprofessionals currently working twenty (20) hours or more, but less than thirty (30) hours, per week, shall be reimbursed \$83.33 per month of employment up to a yearly total of \$1,000 for non-previously reimbursed expenses (health, dental, vision or prescriptions). Reimbursement shall be made four (4) times per year. The first request by September 15th, second request by December 15th, third request by March 15th and the final request by June 15th. The first two reimbursements shall not exceed 1/2 (\$500) the yearly reimbursement total \$1,000. Only receipts from the insurance carrier, physician pharmacy will be accepted. (Reimbursement form shown in Appendix D.)

3. Part-time custodians working thirty (30) or more hours, but less than thirty-five (35) hours per week shall receive the Board-paid PAK B benefits above with the exception of the monthly annuity/cash option.

ARTICLE XXI  
Vacations

LENGTH OF SERVICE:		
SENIORITY	FULL YEAR	SCHOOL YEAR
	41-52 WEEKS	32-40 WEEKS
Less than one year	NONE	NONE
One year but less than two years	5 days	4 days
Two years but less than ten years	10 days	8 days
Ten years but less than 14 years	15 days	12 days
14 years and over	20 days	16 days

The school year bargaining unit members do not have to take additional time off, but are paid in his/her respective category for time not worked such as when school is closed during Christmas and Spring vacations.

No bargaining unit member covered by this vacation schedule will receive vacation until he/she has completed one full year of employment (12) months.

Any bargaining unit member wishing to take a vacation must fill out a vacation request form at least two (2) weeks prior to the vacation time desired and it must be approved by his/her immediate supervisor and the building principal.

Title I Paraprofessionals, Title I Computer Lab Paraprofessionals and Title I Certified Paraprofessionals shall be excluded from this article.

ARTICLE XXII

Grievance Procedure

A. AGENT:

Any bargaining unit member, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The KCEA designates the Local Association President as the agent responsible for processing grievances.



**B. THE PROCEDURE GOVERNING GRIEVANCES WILL BE AS FOLLOWS:**

**1. Definitions:**

- a. A grievance is a claim by a bargaining unit member(s) that there has been an alleged violation of the Agreement. All such grievances shall be processed as hereinafter provided.
- b. An "aggrieved bargaining unit member" is the person or persons who are affected by the claim, hereinafter called the aggrieved.
- c. The term "bargaining unit member" includes any individual or group who is employed in a position, (see Article I, Section B) represented by the Association.
- d. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- e. The term "days" shall mean workdays.

**2. Purpose:**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the administration.

**3. Structure:**

The Local Association shall establish a Grievance Committee which shall be broadly representative and which shall serve as the Local Association grievance committee. In the event that any Local Association representative or any member of the Grievance Committee is a party in interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Local Association.

**4. Procedure:**

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. All grievances, support of grievances, answers, and decisions shall be in writing beginning with Level II, and must be submitted on the Grievance Form. The Grievance Report Form shall be available in the following places: Superintendent's office, High School Principal's office, Elementary Principal's office, Community Ed office, Local Association President's office and Middle School Office.

All grievances must follow the steps described in this agreement starting with level one (I) and ending with level (V), with the exception of class or group grievances which have their own procedures (see Section on Class or Group Grievances). In the event that there is a failure to appeal a decision at any level within the specified time lines, said failure shall be deemed an acceptance of the decision at that level and further proceeding of the case shall be prohibited.

The bargaining unit member has at his/her disposal three (3) procedures for handling his/her grievance: 1) he/she may proceed to process the grievance by himself/herself, 2) with the Association agent, 3) he/she may elect to have the Association agent confer for him/her. It is understood that the Association shall be informed of any grievance disposition.

a. Level One - Oral - Immediate Supervisor:

The aggrieved believing that there has been a violation shall within ten (10) school days of the alleged occurrence of the grievance, orally discuss the grievance with the Immediate Supervisor and the representative of the Local Association in an attempt to resolve the matter. If no resolution is obtained following the discussion, the grievance will continue in accordance with Level Two, on the Grievance form as shown in the Appendix. An oral grievance shall contain the following:

1. It must contain a synopsis of the facts giving rise to the alleged violation.
2. It must specify the section or subsections of the contract alleged to have been violated.
3. It must specify the relief requested.

b. Level Two - Written - Immediate Supervisor:

Any written grievance filed by the aggrieved must be received within twenty (20) school days from the alleged violation and no later than ten (10) days after the Level I meeting. The Board hereby designates for its representatives for such purposes, the Principal in each school building and the program administrator for programs not having a principal. Within five (5) school days of the receipt of the grievance, the grievant and/or local association representative shall meet with the building principal or program administrator in an effort to resolve the grievance.

The written grievance must include:

1. The signature of the Association President or Grievance Chair.
2. A synopsis of the facts giving rise to the alleged violation.
3. Specific sections or subsections of the contract alleged to have been violated.

4. Specific relief requested.

The aggrieved shall be present at each level of the grievance procedure unless it is mutually agreed between the Local Association President and the Board representative that the aggrieved shall not be present.

Within five (5) days of the meeting at Level II, the employer will respond in writing to the Association. If the response is not agreeable, the grievance moves to Level III.

c. Level Three - Superintendent:

Any grievance at Level III must be received by the Superintendent within five (5) days of the Level II response on the grievance form. The Superintendent shall respond to the grievant within five (5) days of receipt at Level III on the grievance form. If the Level III response is still not satisfactory to the association, they must request the grievance move to Level IV.

d. Level Four - Board:

The Superintendent must receive the request to move to Level IV within five (5) days of the date of the Level III response. The Association's request to move to Level IV must be received at least five (5) days prior to the next Regular Board meeting in order to be considered at that meeting. When the Board considers the grievance it may:

1. Hold a hearing, or
2. Designate one or more members to hold a hearing, or
3. Otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.

Final Board level response must be within ten (10) days of the Board meeting at which the grievance was heard unless an extension is mutually agreed upon.

e. Level Five - Arbitration:

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration. If submitted, it must be done within twenty (20) school days of the date of the Board level response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such Arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgment thereon may be entered in any court of competent jurisdiction

where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act.

C. CLASS OR GROUP GRIEVANCES:

1. Definition:

Class or Group Grievances arising from the same issue involving multiple supervisors or multiple buildings may begin at Level III with the Superintendent. A grievance involving an individual may also be filed at this level when the Executive Board of the Association agrees that the perceived violation occurred as a result of a written or oral communication from the Superintendent. In any event, actions resulting in written or oral communications from the Principal or direct supervisor can not be initiated at the Superintendent Level.

2. Structure:

The President or Grievance Chair of the Association may initiate a class or group grievance by notifying the Superintendent of the need to meet to discuss the perceived violation.

3. Procedure:

Class or group grievances will follow the steps and time lines specific to them, beginning at the Superintendent level. In the event that there is a failure to appeal a decision at any level within the specified time lines, said failure shall be deemed an acceptance of the decision at that level and further proceeding of the case shall be prohibited.

a. Level One - Oral - Superintendent

The Association President or Grievance Chair must meet with the Superintendent or designee within five (5) days of the perceived contract violation in an effort to resolve the problem.

The oral discussion must include:

1. A synopsis of the facts giving rise to the alleged violation.
2. Specific sections or subsections of the contract alleged to have been violated.
3. Specific relief requested.

If no resolution is obtained following the discussion, the grievance will continue in accordance with Level II on the grievance form shown in the appendix.

b. Level Two - Written - Superintendent

Any written grievance filed by the Association must be received by the Superintendent within ten (10) school days from the alleged violation. The written grievance must include:

1. The signature of the Association President or Grievance Chair.
2. A synopsis of the facts giving rise to the alleged violation.
3. Specific sections or subsections of the contract alleged to have been violated.
4. Specific relief requested.

The Superintendent shall respond to the Association within ten (10) days of the receipt of the written grievance form. If the response at this level is not satisfactory, the Association may request the grievance move to the next level.

c. Level Three - Board

The Superintendent must receive the request to move to Level III within five (5) days of the date of the Level II response. The Association request to move to Level III must be received at least five (5) days prior to the next regular Board meeting in order to be considered at that meeting. When the Board considers the grievance it may:

1. Hold a hearing, or
2. Designate one or more members to hold a hearing, or
3. Otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.

Final Board level response must be within ten (10) days of the Board meeting in which the grievance was heard unless an extension is mutually agreed upon.

d. Level Four - Arbitration

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration. If submitted, it must be done within twenty (20) school days of the date of the Board level response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such Arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree

that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act.

D. AUTHORITY:

If any aggrieved for whom a grievance is sustained shall be found to have been improperly reprimanded, improperly deprived of a position or unjustly discharged, the arbitrator will have authority to reinstate the bargaining unit member with full reimbursement for all lost compensation. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

E. OTHER REMEDIES:

It is expressly understood that the grievance procedure shall not apply to those matters for which statute authorizes specific remedy.

F. TIME LIMITS:

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

G. MAY 1:

In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, upon mutual agreement, the grievance may be submitted to expedited arbitration under the rules of the American Arbitration Association.

H. MISCELLANEOUS:

1. A grievance may be withdrawn at any level at any time.
2. No reprisals of any kind shall be taken by either party against anyone for participating in the grievance procedure by reason of such participation.
3. The arbitrator shall have no power to order the following:
  - a. Re-employment of any probationary bargaining unit member.
4. Probationary bargaining unit members shall be allowed a Board level hearing in cases of non re-employment.
5. A bargaining unit member who must be involved in a grievance procedure during the workday shall be excused with pay for that purpose.

## ARTICLE XXIII

### Negotiation Procedure

#### A. DISCUSSIONS:

It is contemplated that matters not specifically covered by this Agreement but of common concern to the Parties shall be subject to professional discussions between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

#### B. SALARY SCHEDULES:

The Salary Schedule set forth in Appendix A, as hereto attached shall be in effect for the duration of this contract. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the bargaining unit members and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

## ARTICLE XXIV

### Miscellaneous Provisions

#### A. FULL AGREEMENT:

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

#### B. BOARD POLICY:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All bargaining unit members covered under this Agreement who participate in the production of tapes, publications or other produced material shall retain residual rights should they be copyrighted or sold by the district except that the school directly shall be entitled to free use of such materials.

C. CONTRARY TO LAW:

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. BOARD MINUTES:

The Association shall be supplied with a copy of all Board minutes, agendas, reports and budgets prior to each Board meeting or as provided Board members in Board packets, except for confidential materials.

E. AGREEMENT COPIES:

Copies of this Agreement titled "Master Agreement between the Godfrey-Lee School District and the KCEA, MEA-NEA", shall be printed at the expense of the Board within sixty (60) days after the Agreement is signed and the association shall present it to all bargaining unit members now employed, or hereafter employed. Further that the Board shall furnish ten (10) additional copies of the Master Agreement to the Association for its use.

## ARTICLE XXV

### Retirement/Severance

A. YEARS OF SERVICE:

Any bargaining unit member of the Godfrey-Lee Public School District who works the school year and works 30 hours per week or more and has completed ten (10) years of work with the system, shall be paid the sum of forty (\$40) dollars for each year of service upon retiring or voluntarily leaving the system.

B. SICK LEAVE PAYOUT:

Upon retirement, the bargaining unit member will be granted ten dollars (\$10) per accumulated sick day.

C. TITLE I:

Title I Paraprofessionals, Title I Computer Lab Paraprofessionals and Title I Certified Paraprofessionals shall be excluded from this article.



ARTICLE XXVI

Duration of Contract

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until the 30th day of June, 2008. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated. All items herein considered and agreed upon shall be effective for the duration of this Agreement. No other items shall be negotiated except by mutual agreement by the Board of Education and the Association. Officially designated personnel for the Board of Education and the Association have affixed their signatures hereto:

GODFREY-LEE PUBLIC SCHOOLS  
BOARD OF EDUCATION

KENT COUNTY EDUCATION ASSN  
GODFREY-LEE SUPPORT STAFF ASSN

  
BOARD PRESIDENT

  
KCEA PRESIDENT

  
VICE PRESIDENT

  
SPOKESPERSON

  
SECRETARY

  
GLSSA PRESIDENT

  
SPOKESPERSON

  
NEGOTIATOR

SIGNED THIS DAY: 8-30-05

APPENDIX A  
SUPPORT STAFF SCHEDULE  
2005-2006 (1.75% + Additional \$.25 for all classifications except secretarial + \$.35)

Step	Secretary	Custodial	Parapro/Title I	Certified Parapro	Maintenance	Transportation
1	\$11.53	\$11.28	\$9.64	\$146.45	\$14.17	\$13.52
2	\$12.35	\$11.99	\$10.29	\$149.17	\$14.83	\$13.77
3	\$13.15	\$13.03	\$10.92	\$155.51	\$15.51	\$14.39
4	\$13.96	\$14.08	\$11.57		\$16.19	\$15.02
5	\$14.46	\$14.59	\$12.06		\$16.80	\$15.52
6-9	\$14.96	\$15.09	\$12.57		\$17.39	\$16.03
10-14	\$15.46	\$15.59	\$13.07		\$18.01	\$16.53
15-19	\$15.96	\$16.09	\$13.57		\$18.62	\$17.02
20+	\$16.49	\$16.62	\$14.10		\$19.14	\$17.55
	Bus Driver Field Trip Rate					\$10.20

SUPPORT STAFF SCHEDULE  
2006-07 (1.75%)

Step	Secretary	Custodial	Parapro/Title I	Certified Parapro	Maintenance	Transport
1	\$11.73	\$11.48	\$9.81	\$149.01	\$14.42	\$13.76
2	\$12.57	\$12.20	\$10.47	\$151.78	\$15.09	\$14.01
3	\$13.38	\$13.26	\$11.11	\$158.23	\$15.78	\$14.64
4	\$14.20	\$14.33	\$11.77		\$16.47	\$15.28
5	\$14.71	\$14.85	\$12.27		\$17.09	\$15.79
6-9	\$15.22	\$15.35	\$12.79		\$17.69	\$16.31
10-14	\$15.73	\$15.86	\$13.30		\$18.33	\$16.82
15-19	\$16.24	\$16.37	\$13.81		\$18.95	\$17.32
20+	\$16.78	\$16.91	\$14.35		\$19.47	\$17.86
	Bus Driver Field Trip Rate					\$10.38

**SUPPORT STAFF SCHEDULE  
2007-08 (1.75%)**

<b>Step</b>	<b>Secretary</b>	<b>Custodial</b>	<b>Parapro/Title I</b>	<b>Certified Parapro</b>	<b>Maintenance</b>	<b>Transport</b>
1	\$11.94	\$11.68	\$9.98	\$151.62	\$14.67	\$14.00
2	\$12.79	\$12.41	\$10.65	\$154.44	\$15.35	\$14.26
3	\$13.61	\$13.49	\$11.30	\$161.00	\$16.06	\$14.90
4	\$14.45	\$14.58	\$11.98		\$16.76	\$15.55
5	\$14.97	\$15.11	\$12.48		\$17.39	\$16.07
6-9	\$15.49	\$15.62	\$13.01		\$18.00	\$16.60
10-14	\$16.01	\$16.14	\$13.53		\$18.65	\$17.11
15-19	\$16.52	\$16.66	\$14.05		\$19.28	\$17.62
20+	\$17.07	\$17.21	\$14.60		\$19.81	\$18.17
	Bus Driver Field Trip Rate					\$10.56

**APPENDIX B  
GODFREY-LEE PUBLIC SCHOOLS  
2005-2006 SCHOOL YEAR**

Aug. 22 Teacher In-service (PD)  
 Aug. 23 Teacher In-service (PD-Team)  
 Aug. 24 Opening Meetings and Teacher In-service (PD)  
 Aug. 25 Teacher In-service (PD)(speaker – AM, Team – PM)(PD)  
 Aug. 26 New Teacher Orientation  
 Aug. 29 Students First Day

AUGUST 2005						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sept. 2 No School  
 Sept. 5 Labor Day

SEPTEMBER 2005						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Oct. 5 Half Day Students-Half Day In-service (PD)  
 Oct. 26 Secondary Half Day – Conferences  
 Oct. 28 End of First Quarter (Elem & MS)  
 Oct 31 Elem. Half Day – No School p.m. – Planning

OCTOBER 2005						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov. 1 Elem. Half Day – Conferences  
 Nov. 3 Elem. Half Day – Conferences  
 Nov. 4 Half Day - No School pm (conf comp Pre-K - 12)  
 Nov. 18, 21, 22 – HS/MS Exams (Half Days 21<sup>st</sup> and 22<sup>nd</sup>)  
 Nov. 22 End of First Trimester (HS)  
 Nov. 23 No School  
 Nov. 24 Thanksgiving  
 Nov. 25 No School

NOVEMBER 2005						
S	M	T	W	T	F	S
						1
		2	3	4	5	6
7	8	9	10	11	12	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2005						
S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Dec. 19 Begin Winter Break  
 Jan. 2 End Winter Break

Jan. 20 End of First Semester  
 Jan. 20 No School – Records Day/ ½ day PD (Team)  
 Jan. 23 Begin Elem & MS 3<sup>rd</sup> Quarter

JANUARY 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Feb. 8 Secondary Half Day - Conferences  
 Feb. 20 Mid Winter Break

FEBRUARY 2006						
S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Mar. 6,7,8 HS/MS Exams (Half Days 7<sup>th</sup> and 8<sup>th</sup>)  
 Mar. 9 3<sup>rd</sup> Trimester begins  
 Mar. 21 Elem. Half Day - No School pm – Conferences  
 Mar. 23 Elem. Half Day – No School pm - Conferences  
 Mar. 24 End of Third Quarter (Elem & MS)  
 Mar. 31 No School

MARCH 2006						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Apr. 3 Spring Break Begins  
 Apr. 7 End of Spring Break

APRIL 2006						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 3 Half Day Students, Half Day In-service (PD)(Team)  
 May 10 MS/HS Conferences (Secondary Half Day)  
 May 26 Half Day Students (half day conf comp – Pre-K-12, Alt Ed (VQ))  
 May 29 Memorial Day

MAY 2006						
S	M	T	W	T	F	S
						1
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 6,7,8 – MS/HS Exams (June 7<sup>th</sup> and 8<sup>th</sup> half days)  
 June 8 Students Last Day (Half Day)  
 June 9 End of Second Semester  
 June 9 Teachers Records Day

JUNE 2006						
S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- No School
- Holiday
- No Students

**APPENDIX C  
GODFREY-LEE PUBLIC SCHOOLS  
2006-2007 SCHOOL YEAR**

Aug. 23 Opening Meetings and Teacher In-service (PD)  
 Aug. 24 Teacher In-service – Team (PD)  
 Aug. 25 New Teacher Orientation  
 Aug. 28 Students First Day

Sept. 1 No School  
 Sept. 4 Labor Day

Oct. 3 Half Day Students – Half Day In-service (PD)  
 Oct. 25 Secondary Half Day - Conferences  
 Oct. 27 End of First Quarter (Elem & MS)  
 Oct. 30 Elem. Half Day – No School pm – Planning  
 Oct. 31 Elem. Half Day – Conferences

Nov. 2 Elem. Half Day – Conferences  
 Nov. 3 Half Day – No School pm (conf comp – Pre-K-12)  
 Nov. 17, 20, 21 - HS/MS Exams (Half Days 20<sup>th</sup> and 21<sup>st</sup>)  
 Nov. 21 End of First Trimester  
 Nov. 22 No School  
 Nov. 23 Thanksgiving  
 Nov. 24 No School

Dec. 25 Begin Winter Break  
 Jan. 8 End Winter Break

Jan. 19 End of First Semester  
 Jan. 19 No School – Records Day/ ½ day PD(Team)  
 Jan. 22 Begin Elem & MS 3<sup>rd</sup> Quarter

Feb. 7 Secondary Half Day - Conferences  
 Feb. 19 Mid Winter Break

Mar. 5 Half Day Students – Half Day In-service (PD)  
 Mar. 5,6,7 HS/MS Exams (Mar. 5, 6 and 7 half days)  
 Mar. 8 3rd Trimester Begins  
 Mar. 20 Elem. Half Day – No School pm – Conferences  
 Mar. 22 Elem. Half Day – No School pm – Conferences  
 Mar. 23 End of Third Quarter (Elem & MS)  
 Mar. 30 Optional PD day – No School

Apr. 2 Spring Break Begins  
 Apr. 6 End of Spring Break

May 2 Half Day Students, Half Day In-service(PD)(Team)  
 May 9 MS/HS Conferences (secondary half day)  
 May 25 Half Day Students (half day conf comp – Pre-K-12, Alt Ed (VQ))  
 May 28 Memorial Day

June 5, 6, 7 – MS/HS Exams (June 6<sup>th</sup> and 7<sup>th</sup> half days)  
 June 7 Students Last Day (half day)  
 June 8 End of Second Semester  
 June 8 Teachers Records Day

- No School
- Holiday
- ◇ No Students

AUGUST 2006						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2006						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2006						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2006						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2007						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2007						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2007						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2007						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2007						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Each teacher must attend three (3) out of four (4) after-school 2-hour PD sessions each year, which is the equivalent of one (1) day of professional development. Failure to attend said three (3) sessions will require the teacher to attend a full day of professional development on Friday, March 30, 2007 for the 2006-07 school year.

**APPENDIX D  
GODFREY-LEE PUBLIC SCHOOLS  
2007-2008 SCHOOL YEAR**

- Aug. 22 Opening Meetings and Teacher In-service (PD)
- Aug. 23 Teacher In-service – Team (PD)
- Aug. 24 New Teacher Orientation
- Aug. 27 Students First Day
- Aug. 31 No School

AUGUST 2007						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sept. 3 Labor Day

SEPTEMBER 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER 2007						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- Oct. 2 Half Day Students – Half Day In-service (PD)
- Oct. 24 Secondary Half Day - Conferences
- Oct. 26 End of First Quarter (Elem & MS)
- Oct. 29 Elem. Half Day – No School pm – Planning
- Oct. 30 Elem. Half Day – Conferences

NOVEMBER 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Nov. 1 Elem. Half Day – Conferences
- Nov. 2 Half Day – No School pm (conf comp – Pre-K-12)
- Nov. 16, 19, 20 - HS/MS Exams (Half Days 19<sup>th</sup> and 20<sup>th</sup>)
- Nov. 20 End of First Trimester
- Nov. 21 No School
- Nov. 22 Thanksgiving
- Nov. 23 No School

- Dec. 24 Begin Winter Break
- Jan. 7 End Winter Break

JANUARY 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Jan. 18 End of First Semester
- Jan. 18 No School – Records Day/ ½ day PD(Team)
- Jan. 21 Begin Elem & MS 3<sup>rd</sup> Quarter

- Feb. 6 Secondary Half Day - Conferences
- Feb. 18 Mid Winter Break

MARCH 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Mar. 3 Half Day Students – Half Day In-service (PD)
- Mar. 3,4,5 HS/MS Exams (Mar. 3, 4 and 5 - half days)
- Mar. 6 3<sup>rd</sup> Trimester Begins
- Mar. 18 Elem. Half Day – No School pm – Conferences
- Mar. 20 Elem. Half Day – No School pm - Conferences
- Mar. 21 End of Third Quarter (Elem & MS)

- Apr. 4 Optional PD day – No School
- Apr. 7 Spring Break Begins
- Apr. 11 End of Spring Break

MAY 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- May 7 Half Day Students, Half Day In-service(PD)(Team)
- May 14 MS/HS Conferences (secondary half day)
- May 23 Half Day Students (half day conf comp – Pre-K-12, Alt Ed (VQ))
- May 26 Memorial Day

- June 3, 4, 5 – MS/HS Exams (June 4<sup>th</sup> and 5<sup>th</sup> half days)
- June 5 Students Last Day (half day)
- June 6 End of Second Semester
- June 6 Teachers Records Day

- No School
- Holiday
- ◇ No Students

Each teacher must attend three (3) out of four (4) after-school 2-hour PD sessions each year, which is the equivalent of one (1) day of professional development. Failure to attend said three (3) sessions will require the teacher to attend a full day of professional development on Friday, April 4, 2008 for the 2007-08 school year.

**APPENDIX E  
GODFREY-LEE PUBLIC SCHOOLS EMPLOYEE BENEFITS PLAN  
PARAPROFESSIONAL MEDICAL REIMBURSEMENT**

Employee's Name	Social Security No.	Date
Address	City	State      Zip Code

In order to be eligible for reimbursement, an expense must meet the following requirements:

- ◆ It must be a "qualifying" medical expense under the plan;
- ◆ It must have been incurred by the employee or a person who is a dependent of the employee for income tax purposes; and
- ◆ Paid receipts, insurance statements and original bills must be attached for each expense.

Date of Service	Person Served	Description of Service	Amount Paid
<b>Sub Total</b>			
Name of Doctor or Service Provider      Telephone			<b>Less Amount Paid by Other Insurance Sources</b>
Name of Doctor or Service Provider      Telephone			<b>Less Discounts If Any</b>
Name of Doctor or Service Provider      Telephone			<b>Total Paid by Employee</b>

I hereby Certify:

- That the above is a true report of expenses paid by myself which have not been reimbursed from another source and which are not eligible for reimbursement from another source.
- That the patients indicated are either myself, my spouse or eligible dependents for tax purposes.
- That I grant permission to contact my doctor or service provider for clarification of the billing statements.

NOTE: Be advised that any person knowingly and with intent to injure, defraud or deceive the Board in filing incomplete or misleading information may be guilty of a criminal act punishable under law. The Board reserves the right to determine it's own level of penalty up to and including discharge.

Employee Signature	Date	For Office Use Only
--------------------	------	---------------------

**GODFREY-LEE PUBLIC SCHOOLS  
GRIEVANCE REPORT FORM – INDIVIDUAL GRIEVANCE**

Name of Grievant \_\_\_\_\_ Building(s) \_\_\_\_\_

Assignment \_\_\_\_\_ Date Cause of Grievance Occurred \_\_\_/\_\_\_/\_\_\_

**LEVEL I – ORAL GRIEVANCE**

Date of Level I Oral Discussion \_\_\_/\_\_\_/\_\_\_ Persons Present at Level I Meeting \_\_\_\_\_

\_\_\_\_\_

**LEVEL II – WRITTEN GRIEVANCE**

Date of Level II Meeting \_\_\_/\_\_\_/\_\_\_ Persons Present at Level II Meeting \_\_\_\_\_

\_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Sections Violated \_\_\_\_\_

Relief Sought \_\_\_\_\_

Signature of Grievant or Agent \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Principal or Administrator Received Level II Grievance \_\_\_/\_\_\_/\_\_\_

Disposition by Principal or Administrator \_\_\_\_\_

\_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_



**LEVEL III - SUPERINTENDENT**

Date Received by Superintendent \_\_\_/\_\_\_/\_\_\_

Disposition of Superintendent \_\_\_\_\_

Signature \_\_\_\_\_ Date of Response \_\_\_/\_\_\_/\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**LEVEL IV – BOARD OF EDUCATION**

Date Received by Superintendent for the Board of Education \_\_\_/\_\_\_/\_\_\_

Date of the Next Regularly Scheduled Board Meeting \_\_\_/\_\_\_/\_\_\_

Disposition by Board of Education \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**LEVEL V – ARBITRATION**

Date Submitted for Arbitration \_\_\_/\_\_\_/\_\_\_ Signature \_\_\_\_\_

**GODFREY-LEE PUBLIC SCHOOLS  
GRIEVANCE REPORT FORM – CLASS OR GROUP GRIEVANCE**

Name of Group or Class \_\_\_\_\_

Building(s) \_\_\_\_\_ Date Cause of Grievance Occurred \_\_\_/\_\_\_/\_\_\_

**LEVEL I – ORAL – SUPERINTENDENT**

Date of Level I Oral Discussion \_\_\_/\_\_\_/\_\_\_ Persons Present at Level I Meeting \_\_\_\_\_

**LEVEL II – WRITTEN – SUPERINTENDENT**

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Sections Violated \_\_\_\_\_

Relief Sought \_\_\_\_\_

Signature of Association President or Grievance Chairperson \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

Date Superintendent Received Level II Grievance \_\_\_/\_\_\_/\_\_\_

Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**LEVEL III – BOARD OF EDUCATION**

Date Received by Superintendent for the Board of Education \_\_\_/\_\_\_/\_\_\_

Date of the Next Regularly Scheduled Board Meeting \_\_\_/\_\_\_/\_\_\_

Disposition by Board of Education \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Position of Association \_\_\_\_\_

Signature of Association President or Grievance Chairperson \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**LEVEL IV – ARBITRATION**

Date Submitted for Arbitration \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature \_\_\_\_\_

## LETTER OF AGREEMENT

between the

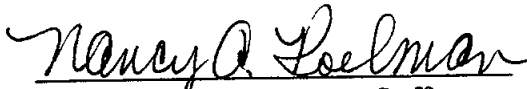
Godfrey-Lee Support Staff Association (GLSSA/KCEA/MEA/NEA)

and the

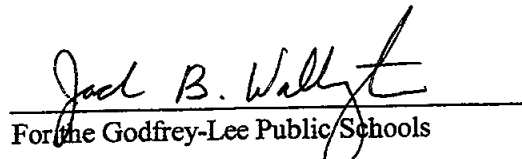
Godfrey-Lee Public School District

RE: ESEA/NCLB Act of 2001 and Instructional Paraprofessionals

1. All Title I/Federally funded Paraprofessionals must meet the requirements of the Federal NO Child LEFT BEHIND ACT of 2001 no later than June 30, 2006.
2. Paraprofessionals may elect to meet the educational requirements under the Federal Act in any of the following ways:
  - A. Have completed at least two full years of study (60 credit hours) at an institution of higher education.
  - B. Have obtained an associate's (or higher) degree.
  - C. Have passed a state academic assessment establishing that the paraprofessional has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
  - D. Have passed a local assessment defined by the mutual agreement of the Association and the District as meeting a rigorous standard of quality, and demonstrate, through that local assessment knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
3. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of the Act, then he/she shall be considered by this school district as meeting the requirements of the Act.
4. The District will reimburse for the cost of testing for any paraprofessional who chooses to take the MTTC Basic Skills Test, the WorkKeys Test, or another approved local or MDE Assessment. The District will reimburse the costs for the assessments up to two (2) times per year.
5. Paraprofessionals shall provide written evidence of meeting the requirements of the Federal Act prior to June 30, 2006. Examples of evidence include transcripts, diplomas, or passing state or local assessment results.
6. An employee subject to the requirements of the Act who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided that he/she does not otherwise apply for and receive a vacancy and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Master Agreement.

  
For the Godfrey-Lee Support Staff  
Association GLSSA/KCEA/MEA/NEA

Dated: 8-30-05

  
For the Godfrey-Lee Public Schools

Dated: 8-30-05