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6/30/2002

**Agreement**

*between*

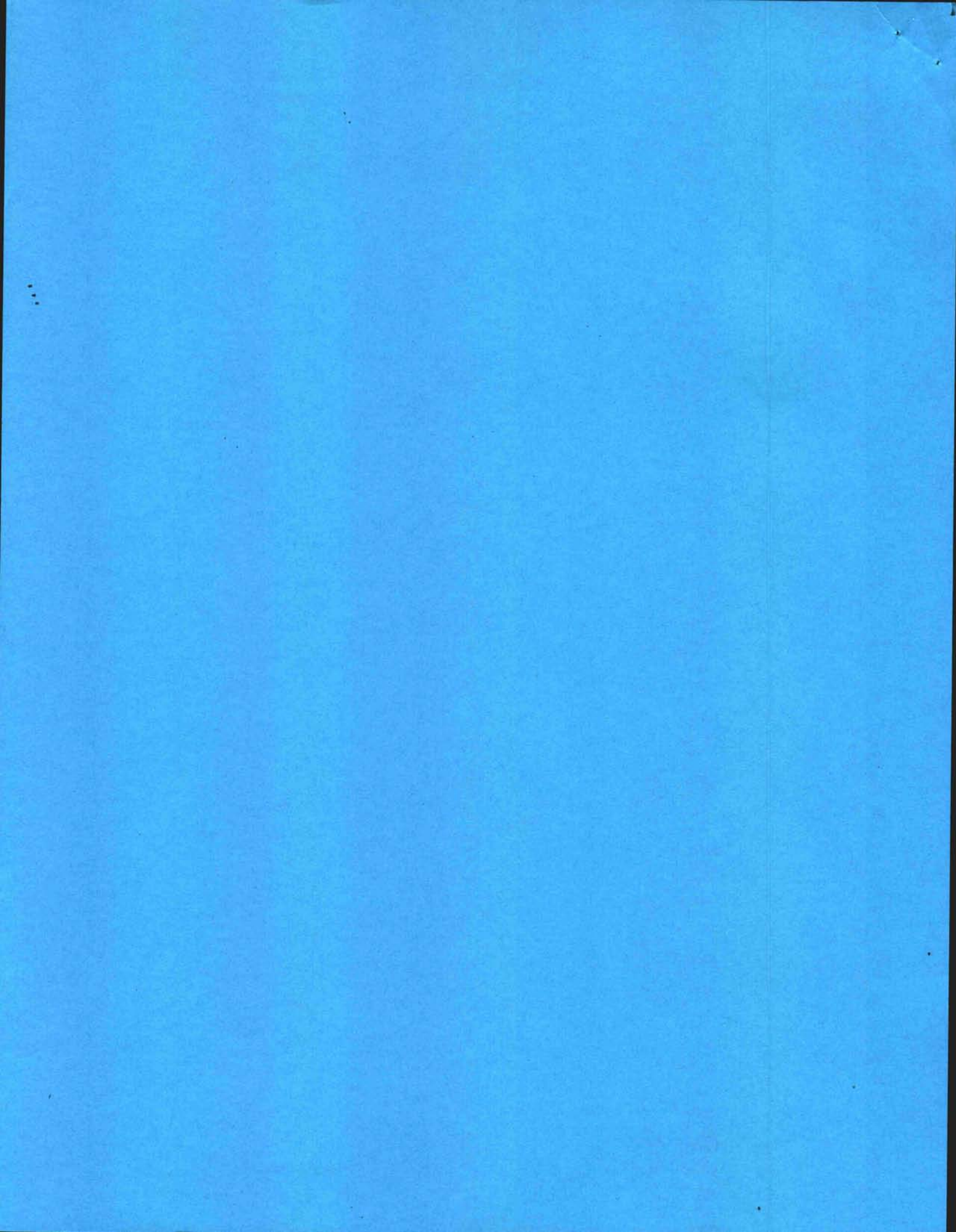
**The Board of Education**

*of*

**Lapeer Community Schools**

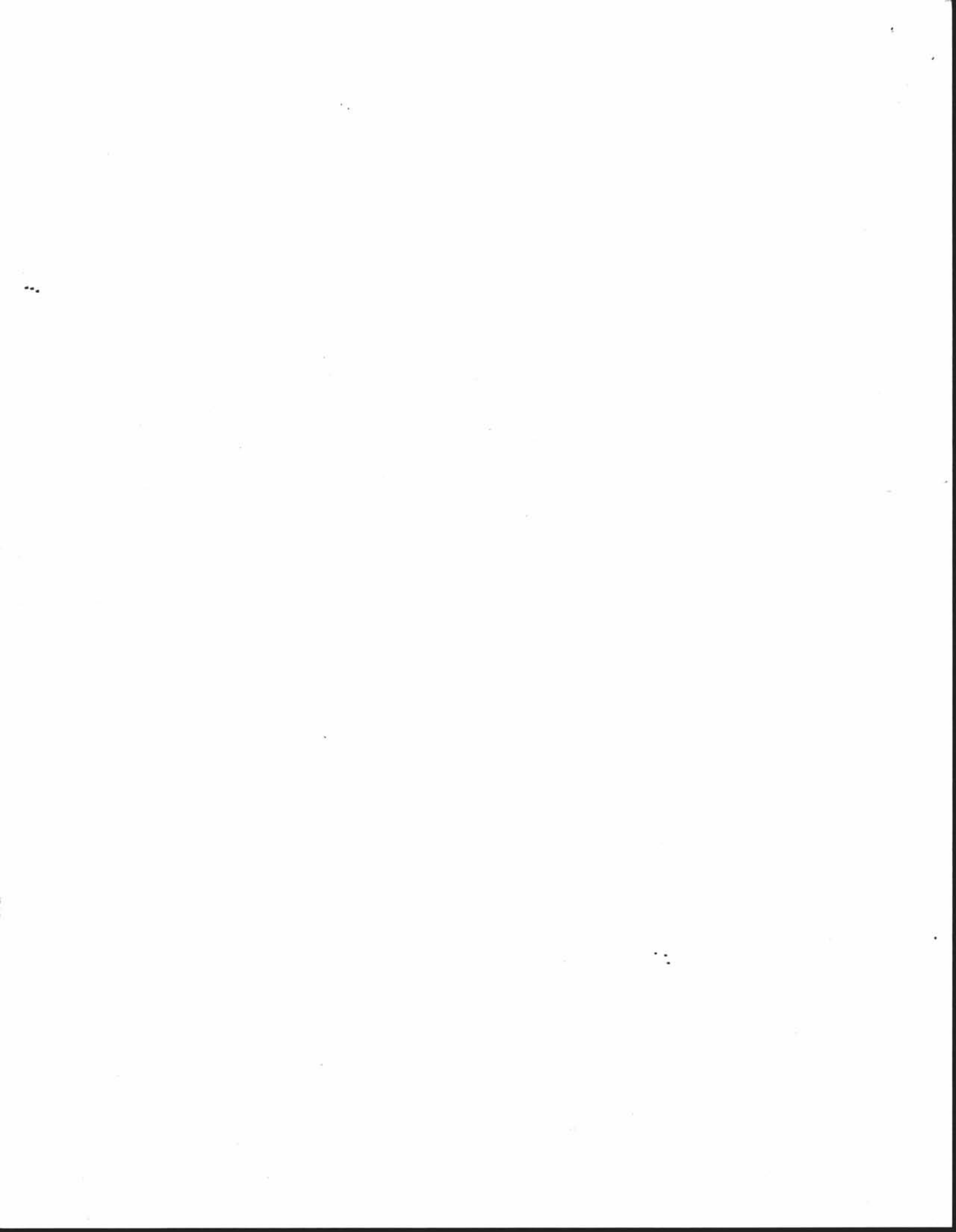
*and*

**Lapeer Community Schools  
Lapeer Educational Support Personnel  
(Lapeer E.S.P.)**



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## **ARTICLE I**

### **RECOGNITION**

- A. The Board of Education of the Lapeer Community Schools (hereinafter called the Board) hereby recognizes the Lapeer Community Schools Lapeer Educational Support Personnel Unit (hereinafter called L.E.S.P.), an affiliate of the Michigan National Education Association as the sole collective bargaining representative for the sole purpose of negotiating an Agreement with respect to wages, hours, terms and conditions of employment for all Instructional Paraprofessionals, Safety Net Paraprofessionals, Program Support Employees (except as grandparented in related Letter of Agreement), Elementary Building Paraprofessionals, all full-time and regular part-time Office Secretarial Employees, Media Paraprofessionals and Alternative High School Paraprofessionals employed by the Board excluding all employees working in positions requiring teacher certification, in cafeteria operations, in transportation operations, in custodial and maintenance operations, in Community Education programs, in secondary building supervision, and all supervisory, administrative, and managerial positions including the Secretary to the Board, Data Processing Manager, Accounting and Purchasing Manager, Human Resources Secretary, all confidential employees, all substitute employees, all temporary employees and all other employees.
- B. The term "employee" when used in this Agreement shall refer only to personnel employed by the Board and defined in "A" of this Article.
- C. The term "L.E.S.P." when used in this Agreement shall refer only to those members of the bargaining unit employed by the Board and defined in "A" of this Article.
- D. Bargaining unit work shall be performed by members of the bargaining unit who are covered by the Master Contract except that substitute or temporary help may be employed. No position will be filled by a substitute for more than thirty (30) days except in the case of an employee on sick leave.

## **ARTICLE II**

### **ASSOCIATION RIGHTS**

- A. The Board and the Association agree that there shall be no discrimination against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the L.E.S.P. or collective negotiations with the Board; and her/his institution of any grievance, complaint or proceeding under this Agreement.
- B. The L.E.S.P. and its representative shall have the right to use Board buildings upon proper application at all reasonable hours for meetings which do not interfere with the regular program.
- C. Bulletin board space will be provided at convenient locations and normal school messenger service may be used by the L.E.S.P. for communication purposes to the employees for union business.
- D. The L.E.S.P. shall be permitted to transact official business on Board property at all reasonable

times, provided that it shall not interfere with, or interrupt, normal operations

- E. Whenever the president or other officers of the L.E.S.P. or their designees are scheduled, by mutual agreement, during working hours, to participate in conferences, reprimand meetings, grievance hearings, or negotiations, they shall suffer no loss of pay and, when necessary, substitute service shall be provided.

Whenever such meetings, hearings, etc. are a result of a union initiated procedure involving a third party outside of the contractually provided grievance procedure the Board shall have no responsibility for the payment of employees absent from work to attend such procedures.

- F. The Board agrees to make available to the Association in response to reasonable requests available information which is compiled in an established form or report which is a matter of public record.
- G. Before major revision of policy which will effect L.E.S.P. members, the L.E.S.P. shall be given opportunity to advise the designated agents of the Board prior to its adoption and/or general publication.
- H. The rights granted herein to the L.E.S.P. shall not be granted or extended to any competing labor organization.
- I. L.E.S.P. members shall have the right to distribute L.E.S.P. material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area of her/his job performance.
- J. The L.E.S.P. members shall be permitted to use Board equipment including computers, printers, typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio visual items when such equipment is not otherwise in use. The L.E.S.P. shall pay for the reasonable cost of all materials and supplies incident to such use and for any damage to such equipment.
- K. **Association Leave:** Four (4) days shall be provided for Association Leave in the event the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for the furtherance of its own professional purposes or other business leaves pertinent to Association affairs. Said representatives shall be excused, providing the frequency does not significantly interfere with the quality of the employees' work. For days in excess of four (4) per school year, the Association will reimburse the district for the costs of substitutes for the additional days, and providing that said request for leave has been submitted to the Superintendent or his designee for approval as soon as possible prior to the leave. Association business shall be defined as determined by the Lapeer Educational Support Personnel Executive Board.

**ARTICLE III**  
**AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS**

A. In accordance with the terms of this Article, each bargaining unit member with 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association. Bargaining unit members joining the Association shall pay dues and assessments to the Association in accordance with its policies and procedures.

1. Service Fee Payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
2. Non-Payment of Dues or Service Fees: If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct the amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

3. Payroll Deduction: Upon written authorization by a bargaining unit member or pursuant to paragraph 2, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in May of each year.
4. The Association agrees to indemnify and save the Board, including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arrive out of or by reason of action taken or not taken by the Board, or in reliance upon signed authorization cards or lists furnished to the Board by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement subject to the following.
  - a. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
  - b. The Association has the right to choose the legal counsel to defend any said suit or action.

- c. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- B. Any employee who is a member of the L.E.S.P. or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction in the L.E.S.P. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct a pro-rata amount for such dues from each regular pay check of the employee beginning with the first paycheck in October and ending in June of each year.
- C. The L.E.S.P. shall, on or before the fifteenth day of September of each year, give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notifications, shall not be subject to change during that entire school year.
- D. Dues deductions shall be transmitted by the Superintendent to the local L.E.S.P. Treasurer within thirty (30) days after such deductions are made.
- E. The Board agrees to make payroll deductions upon written authorization from employees for the following programs approved by the Board:
  1. Credit Union
  2. Tax Sheltered Annuities
  3. Insurance

#### **ARTICLE IV** **GRIEVANCE PROCEDURE**

##### **A. Definitions**

1. A grievance is defined as any claim by an employee or the L.E.S.P. that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. All time limits herein shall consist of work days. Time limits may be extended only upon written mutual consent of the parties.

B. **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. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the administration or the L.E.S.P.

C. **Procedure** -- Before entering into the following prescribed grievance procedure, it is the desire of the Association and the Administration that an effort may be made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested at such meeting.

**Level I** -- Any employee(s) with a grievance shall submit it, in writing, to the principal/supervisor



within fifteen (15) days from its discovery. Within five (5) days of receipt of the grievance, the principal/supervisor shall meet with the grievant(s) in an effort to resolve the grievance. She/he shall indicate her/his disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the L.E.S.P.

**Level II** -- If the grievant(s) is not satisfied with the disposition at Level I, or if no disposition has been rendered within five (5) days of the Level I hearing, the grievant(s) may file an appeal with the Superintendent. Within five (5) days of this filing, the Superintendent or her/his designee shall meet with the grievant(s) and the Association Representatives and within ten (10) days of such meeting shall render her/his disposition of the grievance.

**Level III** -- If the Association is not satisfied with the disposition at Level II, or if no disposition has been rendered within fifteen (15) days of the Level II hearing, the grievance may be submitted, within ten (10) days, to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, she/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties.

**D. Rights to Representation** -- An Association representative has the right to be present at all levels of the grievance procedure upon request of the grievant(s).

**E. General Provisions**

1. All grievances and dispositions shall be completed in writing on the forms set forth in Appendix C, which is attached to and incorporated in this Agreement. The Association shall be provided the appropriate copies of these forms.
2. A grievance may be withdrawn at any level without establishing a precedent.
3. A complaint or grievance may be withdrawn at any level without prejudice or record.
4. Information necessary to the determination and processing of any grievance shall be furnished upon request.
5. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
6. The employee involved in a grievance procedure, mutually scheduled during the work day, shall be excused with pay for that purpose.
7. The parties may mutually agree to waive any level of the grievance procedure.

F. **Powers of the arbitrator** are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales.
3. He/she shall have no power to interpret state or federal law.
4. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. He/she shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law.

G. **Appeal of Discharge of Suspension**

1. Written notice of discharge or suspension shall be presented to the employee and the Association on the same day.
2. Grievances involving an appeal of discharge or suspension shall be initiated directly at Level II.

#### **ARTICLE V** **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of uninterrupted operation of the instructional program during the school year. The Association agrees that neither it nor any of the employees in the Association, during the period of this Agreement, will participate in, authorize, assist or support any strike, slowdown, sanction work stoppage of any kind in this district including "mass sickness" or any concerted or group activity which has the effect of withholding, in full or in part any services unless the Board refuses to implement an arbitration award issued in accordance with this contract, after the appeal procedures have been completed. In the event of any violation the Board may take whatever disciplinary action it deems appropriate including discharge. The Board agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. In the event of such violation of this Article the Union shall endeavor to return the employees to work as expeditiously and quickly as possible.

#### **ARTICLE VI** **EMPLOYEE RIGHTS AND PROTECTION**

- A. The employee shall be entitled to full rights of citizenship and a private life and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination. The parties recognize that the schools' classroom shall not be used to advocate

the employee's religious or political beliefs.

- B. The provisions of the Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- C. Any case of assault upon an employee shall be promptly reported to the Board. The Board will provide the employee initial legal counsel to advise the individual of her/his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. Time lost by an employee in connection with any incident mentioned in this section shall not be charged against the employee's sick or personal leave and the employee's regular salary shall be maintained until such time the employee becomes compensable under the Michigan Worker's Compensation Law. At the option of an employee, the Board shall pay the difference between the disability benefits provided by the Worker's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave.
- D. The Board will reimburse employees for any loss, damage, or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. The Board and Association agree there shall be no duplication of benefits and such reimbursement will be determined after the employee's personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft.
- E. In the event a significant complaint or charge is made by any person or group against any employee, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

- A. The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves onto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan and the United States, including, but without limiting the generality of the foregoing, the right to:
  1. Manage and control the schools' business.
  2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary.
  3. Determine the size and placement of the working force and location of all work operations.
  4. Adopt and enforce reasonable rules and regulations.

5. Determine all services, supplies, and equipment necessary to continue operation.
  6. Determine standards of operation and goals for improvement.
  7. Determine qualifications for employees generally and the specific qualifications for various positions.
  8. Determine all financial policies and operations.
  9. Determine the supervisory organization for all operations.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the employer, 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 and then only to the extent such terms thereof are in conformance with the Constitution and laws of the United States.

## **ARTICLE VIII**

### **SENIORITY/LENGTH OF SERVICE/PROBATION**

#### **A. Seniority**

1. New employees hired by the Board shall serve a probationary period for the first ninety (90) working days of their employment. In the event a probationary employee is absent during her/his probationary period, the number of days absent will be added to the ninety (90) work days probationary period.
2. When an employee completes the probationary period in a satisfactory manner, she/he shall be entered on the seniority list and shall rank for seniority purposes from the first day of work.
3. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory to the District, she/he may be dismissed by the Board. Probationary employees will receive a performance review on or about the 30th day of employment. Such review will inform the employee of his/her performance level as of that date. Problems should be identified and methods of improvement specified. The provisions of Article IV do not apply to probationary employees. This is not to be construed as limiting the Board's prerogative to discharge after seniority has been established subject to the condition of Article IV.
4. Seniority shall be from the first date of work as a member of the bargaining unit and total years of accumulation in bargaining unit position. Seniority will be granted in quarter, half, or full year units only. An employee must work as a part-time or full-time employee forty-five (45) days in a school year semester to qualify for the appropriate unit of seniority. Employees working more than four (4) hours per day (including those employees in a position posted as having a range of hours beyond four (4) per day which prevents the employee from combining the position with another position) will receive full credit. Employees working four (4) hours or less per day will receive one-half (½) credit. Twelve month employees (230 day and 188 + 42 day) may apply days worked in June

toward the forty-five (45) day requirement for the second semester of that work year; days worked during July and August may be applied toward the forty-five (45) day requirement for the first semester of that work year.

5. Identical seniority dates shall be handled as follows:
  - a. Date of hire shall be defined as first day of work.
  - b. A lottery shall be used to resolve any ties which remain. Such a lottery will be mutually established by parties to this Agreement.
6. Seniority shall accrue for sick leave for a period of up to one (1) year and any other leave of absence of less than one (1) month.
7. Seniority shall remain frozen, but shall not accumulate for any leave of absence (except sick leave of more than one (1) month) or during layoff.
8. Leaves of absence, layoff, voluntary and involuntary transfer and/or promotions shall not interrupt continuous service, which means employment in the school's service without break or interruption.
9. In October of each year the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Upon publication there shall be a thirty (30) day challenge period of the seniority list. The list shall include 1) the employees' names, 2) current classifications/number of hours assigned, 3) building assignments, 4) dates of hire, 5) years of service, and 6) length of work year.
10. The L.E.S.P. President shall receive a data disk and a hard copy of the seniority list which includes home address, phone number, hours, work year, classification, years of seniority, date of hire, and building assignments; all information will be available to the L.E.S.P. President upon request.
11. An employee who leaves the bargaining unit to accept another position with the District shall neither gain nor lose seniority for a period of one (1) year; at that time the employee shall make the choice of returning to the bargaining unit to a like position, if available, or being taken off the seniority list.
12. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

**B. Loss of Seniority -- An employee shall be terminated and lose her/his seniority rights if she/he:**

1. Quits
2. Is discharged and not reinstated
3. Is laid off for a period of two (2) years
4. Retires

Any such employee who is later rehired shall forfeit all previous seniority and length of service credit for longevity.

**ARTICLE IX**  
**REDUCTION IN WORK FORCE**

- A. Should the administration determine that it is necessary to reduce the work force by elimination of positions or reduction in work hours, such reductions shall be accomplished in the following manner. The word layoff shall mean a reduction in the employee work force due to a decrease in work, lack of funds, change in educational program, or a reduction in students in the district, in the building, or in a program.
- B. Employees who are to be laid off shall be given no less than thirty (30) days written notice. Should it become necessary to reduce the number of work hours of employees in a particular classification of employees or to reduce the number of employees work hours in all classifications, such layoffs or reductions, shall be by seniority and job classification.

The following procedures will be followed:

1. Reductions and eliminations of positions will be by Employee Classification Group as follows:
  - Office Staff (Salary Class I)
  - Office Staff (Salary Class I, a. and Salary Class II)
  - Office Staff (Salary Class III)
  - Building Staff (Salary Class IV)
  - \* Seniority for Adult Basic Education Paraprofessionals will be Adult Basic Education seniority.
2. The District shall determine the position(s) within each classification and the classification within each classification Group to be reduced or eliminated. The total reductions and/or eliminations will be determined.
3. The reductions or eliminations necessary in each classification group of employees will be made by probationary, temporary and part-time employees in the classification group being laid off or reduced in hours first and if further reductions are necessary the employee with least seniority shall be laid off or reduced in hours.
  - a. Full-time employees whose jobs have been eliminated or reduced in hours may bump the least senior person within his/her classification group. Full-time persons laid off or reduced in hours in one classification group may bump the least senior employee in the same classification group with the same number of scheduled work days.

If there are no less senior employees in the same classification group working the same number of days, the employee will have the option of (1) bumping the least senior employee in the classification group working more days than the more senior employee, (2) in the event there are no less senior employees working more days in the classification group, the employee will have the option of bumping the least senior employee in the classification group working fewer days nearest in number to the working days of the senior employee. A 230 day or 188 + 42 day (or 12 month) employee may exercise the option of bumping the least senior 230 day or 188 + 42 day (or 12 month) employee in the next lower paying classification group). If there are no less senior employees in the classification

group, the employee may bump into the next lower classification group.

- b. Full-time persons bumped from a position under section a. above may bump the least senior person in the next lower paying classification group with the same number of scheduled work days (A 230 day or 188 + 42 day (or 12 month) employee so affected may bump the least senior employee in the same classification group working fewer days nearest in number to the working days of the senior employee) (1) bumping the least senior employee in the classification group working more days than the more senior employee, (2) in the event there are no less senior employees working more days in the classification group, the employee will have the option of bumping the least senior employee in the classification group working fewer days nearest in number to the working days of the senior employee.
  - c. Full-time persons bumping from a position under section b. above may bump the least senior person in the next lower paying classification group. The bumping will follow the rules set forth in section B., 3.b. set forth above. The process will continue until the least senior employees are laid-off.
  - d. Employees are presumed to have the skills and qualifications necessary to bump employees at the same or a lower level with the exception of the Accounting and Payroll positions. Before an employee can bump such persons s/he must demonstrate accounting skills as determined by the District instrument.
  - e. If more than one position is eliminated in a classification group during a layoff, the least senior employees in each classification group will be laid off or bumped down and to the extent possible, people remaining in a classification group will retain their current position. If an opportunity to select between two jobs exists, the more senior employee will be given first choice.
4. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. It is understood and agreed that probationary employees whose jobs have been eliminated or reduced in hours, may bump the employee as prescribed in Article IX., 3., a., b., and c., with "least senior employee/person" and "less senior employee" being changed to "employee/person with latest hire date" and "employees having a later hire date," respectively. There shall be no requirement for the District to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
  5. In the event of a serious emergency situation over which the employer has no control (for example but not limited to, power failure, flood, fire, serious vandalism, air quality-asbestos problems, etc.) which necessitates a temporary layoff or reduction in hours (not to exceed five (5) work days) the provisions of this Article shall not apply. An effort will be made to keep bargaining unit employees working during this time; affected employees will be laid off by seniority to the extent possible.
  6. A laid off employee shall, upon application, be granted priority status on the substitute list according to her/his seniority. Laid off employees may continue their fringe benefits by

- paying the regular per subscriber rate premium for such benefits to the carrier when underwriting rules allow.
7. Employees on layoff retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose her/his seniority and any further rights under this agreement.
  8. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior laid off employees shall be recalled first provided they are qualified for the position to be filled. Should an entire classification group of employees be restored at a single time all such consequently recalled people shall be returned to their previous position whenever possible regardless of seniority.
  9. Notice of recall shall be sent by registered mail to the employee's last known address. The employee is responsible for reporting changes of address to the Human Resources Office. The employee shall have five (5) school days to report to work from the date that the notice was delivered to the employee's last known address.
  10. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the current employee who previously held said position, if not on layoff, shall be offered the position if said reinstatement occurs within two (2) years. Subsequent vacancies shall be posted and filled pursuant to the terms of Article XI (Vacancies, Transfers and Promotions).
  11. If the Board anticipates a reduction of staff or hours it shall notify the L.E.S.P. and allow the opportunity for consultation, prior to making any formal action.
  12. Part-time employees whose jobs have been eliminated or reduced in hours will follow the same bumping process. The total number of "hours worked" will be substituted for the number of "work days" in the process set forth above.

### **C. Reduction of Hours**

1. When it becomes necessary to either increase or reduce the hours of a paraprofessional(s) in a position for circumstances related to the position(s) or as part of a general administrative change which is not part of a layoff resulting in reduction of the work force, the following conditions shall apply:
  - a. Employees to be affected shall be notified at least thirty (30) working days in advance of the effective date of the change.
  - b. Full-time employees who do not wish to work additional hours or do not want their work hours reduced may transfer to the position of an employee with less seniority, if available, whose position is in the same classification group.
  - c. If there are more than one less senior employee, as referred to in item b. then the employee transferring must transfer to the position of the least senior person.
  - d. The employee displaced shall be transferred to the position vacated by the employee whose hours were adjusted. The position shall not be posted.



**D. Job Security**

It is agreed that no current L.E.S.P. member will be laid off, reduced in hours, or removed from a current job assignment due to the maintenance or expansion of building manager positions. It is agreed that bargaining unit vacancies will be filled by bargaining unit employees.

**ARTICLE X  
CLASSIFICATIONS**

A. All current employees are assigned to one of the following positions (classifications) for work assignments (e.g. Instruction - High School Secretary). All positions (classifications) are placed in one of five (5) classification groups (Office Staff I, Ia., II, III, and building staff IV). The Classification Groups are recognized for purposes of Article IX -- Reduction in Work Force. The Classification Groups and the designation of the work year for each position (classification) are as follows:

<b>OFFICE STAFF</b>	<b>WORK YEAR</b>	<b>WAGE CLASS/SICK LEAVE</b>	
Instruction - Secretary-in-Charge (Senior High)	188 days + 34 days	* I (I.a.)	11
Instruction - Secretary-in-Charge (Junior High)	188 days + 29 days	* I (I.a.)	11
Business Office (Payroll/Accounts Payable)	230 days	I	12
Facilities and Support Services - Secretary-in-Chg	230 days	* I (I.a.)	12
Business Office Clerical	230 days	II	12
Business Office Secretary	230 days	II	12
Instruction - High School Secretary			
Guidance	188 days + 34 days	II	11
Attendance	188 days + 19 days	II	10
Internal Funds/Athletics	188 days + 19 days	II	10
Auxiliary	188 days + 24 days	II	10
Instruction - Junior High Secretary	188 days + 19 days	II	10
Instruction - Elementary Secretary	188 days + 15 days	I.a.	10
Instruction - Secretary			
District Media/Technology Center Secretary	188 days + 15 days	II	10
Education Services	188 days + 42 days	II.	12
Education Services	188 days + 15 days	II	10
Special Education	188 days + 42 days	II	12
Special Education	188 days + 10 days	II	10
Substitute Systems	188 days + 10 days	II	10
Auxiliary Substitute Secretary	183 days	II	10
Woodside School Secretary	188 days + 24 days	Ia	10
Kids & Company Secretary	188 days + 42 days	II	12
Facilities and Support Services Secretary			
Switchboard	230 days	II	12
Transportation	188 days + 42 days	II	12
Auxiliary Support	188 days + 24 days	II	11
Health and Athletics	188 days + 42 days	II	12
Cafeteria	188 days + 19 days	II	10
Print Shop	230 days	I.a.	12
Media Paraprofessional	188 days	III	10
<b>BUILDING STAFF</b>			
Instructional Paraprofessional	30 - 188 days	IV	10
Building Paraprofessionals	188 days	IV	10

\* **NOTE:** For pay purposes, the Secretaries-in-Charge in such positions as of July 1, 1997, shall be grandfathered as Class I as long as they are Secretaries-in-Charge.

All employees who were twelve month employees as of September 1, 1994, shall be "grandparented" and will remain twelve month employees until they leave a twelve month position. When all "grandparented" twelve month employees have left twelve month positions, all contract references to twelve month employees and all references to vacation days shall be eliminated.

Any non-12-month employee moving to a twelve (12) month/230-day position will not receive vacation pay, but will take twenty (20) days of non-work days per year, mutually agreed upon by supervisor of position (employee moving from a 12-month position to a 12-month position will retain current vacation pay).

## B. **Classifications by Work Year**

1. **School Year Employee** -- Employees assigned as school year (188 day) employees shall be assigned to work on each of the regular 188 days that teachers are scheduled. They may be assigned at the determination of the supervisor to work on other days preceding or following the basic academic year or in vacation periods, not to exceed five (5) days.

Instructional paraprofessionals have a work year of 30-188 days. Those working a full school year are entitled to work days as follows: the teacher workday prior to and after the regular school year for students; the District-wide Inservice Day; and for instructional paraprofessionals assigned to a specific student, any occasional day that the student is absent due to illness.

Instructional paraprofessionals are not, as a matter of contractual right, guaranteed to work non-student days other than those listed above (e.g. parent-teacher conference; records day; early releases/late starts designed for records work, teacher evaluation team meetings, school improvement, secondary symposium work, and teacher department meetings). Instructional paraprofessionals may work such non-student days at management discretion. If management determines that instructional paraprofessionals are not to work such days, the paraprofessional will be given at least a five (5) workday advance notice of such determination and an opportunity to meet with her/his supervisor in order to discuss the reason why s/he should or should not work.

Finally, instructional paraprofessionals do not work the additional fourteen (14) hours of teacher work time specifically negotiated with the L.E.A. for Professional Development and School Improvement activities.

2. **Less Than 230 Day (Twelve Month) Employees** -- Employees assigned as less than 230 day (twelve month) employees shall be assigned to work on each of the regular 188 days that teachers are scheduled.
3. **188 Day + 42 Day (Twelve Month) Employees** -- Employees assigned as 188 day + 42 day (twelve month) employees generally shall be assigned to work on each of the regular 188 days that teachers are scheduled.

4. **230 Day (Twelve Month) Employees** -- Employees assigned as 230 Day (Twelve Month) Employees shall be assigned to work 230 days that the Central Office is open for normal business except for such absences provided by the provisions of this contract.

### REVIEW OF SECRETARIAL CLASSIFICATIONS

- C. Classification changes shall take place through: 1) the negotiations process, 2) letters-of-agreement if it is a mutual concern and takes place during the life of a ratified master agreement.

### ARTICLE XI

#### VACANCIES, TRANSFERS, PROMOTIONS

- A. A vacancy shall be defined, for purposes of this Agreement, as an opening which the District intends to fill in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. When a position increases in hours, work year, or classification, it is not considered a vacancy according to Article XI and will not have to be posted. No vacancy shall be filled until it has been posted for at least five (5) working days except on a temporary basis not to exceed thirty (30) school days.
- B. Whenever a vacancy occurs or is anticipated, the Human Resources Office shall immediately notify the L.E.S.P. Notice of such vacancy shall be sent to all buildings and shall be posted. Additionally, whenever a vacancy occurs during the school year summer vacation period, notification of vacancy will be provided by way of a phone call-in system. Should the phone system be unavailable, notice of vacancy will be mailed to all L.E.S.P. members qualified to fill the position.
- C. The Board declares its support of a policy of filling position vacancies from within the bargaining unit.
1. **Building Staff Positions** - Vacancies will be filled with the most senior, qualified bargaining unit applicant. Qualifications will be the minimum qualifications set forth in the skill requirements section of the relevant job descriptions contained in Appendix B and as referenced in paragraph "M., 1." below.
  2. **Office Staff Positions**
    - a. **Salary Classes II and III**  
Vacancies will be filled with the most senior, qualified bargaining unit applicant. Qualifications will be the minimum qualifications set forth in the skill requirements section of the relevant job descriptions contained in Appendix B., as specified in specific position postings, and as referenced in "M., 2." below. In no event shall a non-bargaining unit member be hired for a bargaining unit position when a bargaining unit member meets the minimum qualifications as set forth in M., 2., a., b., c., and d.
    - b. **Salary Class I (including I. a.)**  
Vacancies generally will be filled with the most senior qualified bargaining unit applicant. Qualifications will be the qualifications set forth in the skill requirements section of the relevant job descriptions contained in Appendix B., as specified in specific position postings, and as referenced in "M., 2." below. Bargaining unit applicants who have met the qualifications in M., 2., a., b., and c.,

will be considered equally qualified. The administration may fill the position with a less senior applicant in the event said applicant scores higher than a more senior applicant on the job specific test referred to in M., 2., d. In no event shall a non-bargaining unit member be hired for a bargaining unit position when a bargaining unit member meets the minimum qualifications as set forth in M., 2., a., b., c., and d..

In the event two or more bargaining unit members are equally qualified for a position as determined through M., 2., a., b., c., and d. below, the most senior applicant shall receive the position.

3. Supervisors of any position which is vacant may schedule a meeting with any bargaining unit applicants in order to discuss the following:
    - a. position expectations
    - b. applicant's job-related background
    - c. questions that the supervisor or applicant may have
  4. Probationary employees do not have seniority or seniority rights and, therefore, C., 1., and 2. above do not apply to them. Probationary employees, however, will be considered equally along with non-bargaining unit applicants for vacancies for which they qualify and for which no qualified, non-probationary employees have applied.
- D. After the expiration of the posting period, vacancies will be filled within a reasonable period of time. When a vacancy or new position is filled, the Board will immediately notify the L.E.S.P. President in writing. If a layoff occurs affecting the applicant selected to a posted position before the starting date of the position, the vacancy will be reposted.
- E. Requests for transfer to a vacancy shall be made in writing.
1. All employees on discretionary unpaid leave (e.g. parental leave, education leave, reduction in staff leave) shall be able to apply for available positions subject to the following restrictions.
    - a. Positions posted following the last teacher work day of the school year and prior to the first teacher work day of the subsequent work year (i.e. during summer recess) may be applied for if the return from leave is scheduled for no later than the first teacher work day.
    - b. Positions posted during the regular school year (i.e. at times other than summer recess) may be applied for if the employee is available to work within six (6) weeks of the start date of the position.
  2. All employees on nondiscretionary unpaid leave (e.g. personal or immediate family injury or illness upon expiration of sick days) shall be able to apply for available positions, if the employee is available to work within six (6) work weeks of the start date of the position.
  3. Employees on paid leave shall have no restrictions and may apply for any available position.
- F. All transfers shall be made in accordance with the criteria established in the job descriptions on file in the Human Resources Office.

- G. Vacancies occurring while employees are eligible for recall will be posted and filled pursuant to the terms of this Article. In order to avoid undue delay in the filling of vacancies during a period of recall, when it is apparent to Administration that a number of vacancies and/or subsequent vacancies may occur, the following will apply:
- If at any time during the recall process the Administration determines that a number of vacancies may arise, resulting in a delay in the filling of positions as a result of the posting process, the Administration and Association may mutually agree to suspend the posting process and provide for a bid meeting.
  - All known vacancies will be posted for a period of at least five (5) working days prior to the bid meeting. Employees on layoff will be notified by letter of the meeting, vacancies, and procedure involved. (For the first such meeting the parties will develop a process to insure that all members are informed of the importance of the meeting and how the vacancies will be filled.)
  - Posted vacancies will be filled by the most senior, qualified person who bids for the position. Subsequently created vacancies will be filled in the same manner.
  - All employees (active or on layoff) interested in filling any of the posted positions, or positions which may subsequently be created by those filling positions, should be present. Employees covered by this agreement who cannot be present must make arrangements, in writing, to have someone select for him/her.
  - At the close of the bid meeting, all selections shall be final and binding.

#### H. Temporary Positions and Temporary Employees

Temporary positions (defined as positions from which a bargaining unit member will be absent for at least thirty (30) work days but not more than one full year), will be posted and filled in the following manner.

1. A temporary position will be posted for LESP members first.
2. The most senior qualified member who posts will transfer to the temporary position for the term of the position (one move only). The trial period provisions specified below in "J" and "K" are applicable. At the end of the temporary position, the employee will return to his/her original position.
3. The LESP person in the temporary position will receive all benefits and rights associated with that position at his/her seniority level (benefits, salary, seniority, etc.).
4. A substitute employee will be hired to fill the vacated position. The substitute employee will become a bargaining unit member when hired and shall be provided full rights and benefits of the Master Agreement exclusive of long-term leave, job continuation, bumping and transfer rights subject to the following provisions:
  - a. A substitute who has met the minimum qualifications for the position inclusive of demonstrating proficiency on all examinations relating to said position shall be

compensated at the prevailing beginning wage of said position immediately upon filling said position;

- b. A substitute who has not demonstrated proficiency on all examinations relating to said position shall be paid the prevailing substitute employee wage for the first thirty (30) workdays and, thereafter, shall be paid the prevailing beginning paraprofessional wage.

Employment of the substitute employee shall terminate upon return of the regular unit member or at the time the temporary position becomes permanent, is posted, and is staffed by a bargaining unit member.

5. Seniority will not accrue to temporary employees unless he/she is hired in a permanent position within thirty (30) days of the end of the temporary position.
6. The temporary employee has outside priority posting rights only. He/she is provided the opportunity to post after LESP permanent employees and before the position is posted outside.

#### **I. Involuntary Transfers**

1. The parties agree that unrequested transfers of employees are to be minimized and avoided whenever possible.
2. An involuntary transfer will be made only for good cause. The Assistant Superintendent for Human Resources shall notify the affected employee and the L.E.S.P. of the reasons for such transfer. If the employee objects to such transfer, the dispute may be resolved through the grievance procedure.
3. Bargaining unit members shall not be placed on a lower step (wage scale) due to such transfers.

#### **J. Voluntary Transfers**

1. A voluntary transfer is defined as an employee requested movement to a position paying the same as, or a lower rate of pay than, the employee's current position.
2. If a requested voluntary transfer is granted, the employee will receive the rate of pay for the new position.
3. In the event of a voluntary transfer, the bargaining unit members shall be given a fifteen (15) work day trial, five (5) of which shall be with students present if the position is filled at the beginning of the school year and the assignment is in a building with students, in which to show her/his ability to satisfactorily perform on the new job.

The employer shall give the transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to satisfactorily 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 her/his previous assignment. All subsequently affected staff will bump back to their prior assignment. An employee who receives a

voluntary transfer, but then exercises the option to return to his/her former position and then posts for another position under this provision will be denied the right to exercise her/his right to be returned to her/his previous assignment for a period of one (1) year from the date of the initial transfer.

**NOTE:** If five (5) workdays in which students are present do not occur within the fifteen (15) work day trial referenced above, the trial period will be extended to include five (5) such days.

#### K. **Promotion**

In the event of promotion from one classification to another, the bargaining unit member shall be given a twenty (20) work day trial in which to show his/her ability to satisfactorily perform on the new job. The employer shall give the promoted bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. Upon employee request or at the Board's discretion, the Board may provide the bargaining unit member an orientation period as determined by the Board. The intent of such orientation, if provided, is to familiarize the successful applicant with his/her new job requirements in areas such as the following: daily operations; building procedure; paperwork and forms; and familiarity with the computer. Such an orientation period, if provided, will be conducted by the employee who previously held the position or an employee in a similar position whenever possible. Such an orientation period, if provided, will not be considered part of the trial period. If the bargaining unit member is unable to demonstrate ability to satisfactorily 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.

- L. Any bargaining unit member who is assigned to, and performs, the duties of another bargaining unit position in a higher classification shall retain her/his original rate of pay for the first two (2) consecutive work days and will thereafter be paid the regular rate for the position.

A bargaining unit member's pay rate shall not be changed as the result of any temporary change in duties.

#### M. **Qualifications/Skills/Training**

##### 1. **Building Staff**

Employees hired for, assigned, or applying for transfer to building staff positions must demonstrate proficiency in the use of the computer work station(s) utilized in a specific position and compatible software. Such utilization, if any, will be specified in each position posting. Said proficiency shall be determined by examination to be developed by the Board in cooperation with the Association. Said examination(s) shall reasonably reflect the entry level skills and/or knowledge required for the position. Successful completion of said examination(s) shall be demonstrated by attainment of score(s) indicating such proficiency as determined by the Board in cooperation with the Association. Such examination(s) shall be offered as needed prior to filling any position requiring such skills. Any bargaining unit member may arrange to have an Association representative present to observe the examination session(s). Prior to the examination(s), the Board agrees to provide to bargaining unit members scheduled to take the

examination(s) a one (1) hour period in which to review the examination(s) format and practice on computer workstations used in the examination(s).

For At-Risk paraprofessional positions (e.g. math and safety-net) and Title I paraprofessional positions, employees must complete a basic skills examination in math and/or reading/writing (whichever is applicable to the available position) as developed by the Board in cooperation with the Association. Said examination(s) shall reasonably reflect the entry level skills and/or knowledge required for the position. This type of examination is for the purpose of informing unit members about the level of math and/or reading necessary to satisfactorily fill a vacancy. This type of examination is solely to be used as a self-screening tool for bargaining unit applicants.

The parties agree that confidentiality of examination(s) and examination results shall be maintained at all times though examination scores of an individual shall be shared with that individual upon request. The Association president shall be provided a complete list of examination scores upon request. The Human Resources Office shall be responsible for administration of examination(s).

For a lateral move (transfer) a building staff employee will not be required to retake a previously taken examination, if proficiency standards on the examination(s) have been achieved by the employee, unless the applied for position requires skills not used in the employee's present position.

## 2. **Office Staff**

Employees hired for, assigned, or applying for transfer to Office Staff positions must demonstrate the following:

- a. Proficiency in typing at the level of at least sixty (60) words per minute (35 wpm for media paraprofessionals) as determined by examination, to be developed by the Board in cooperation with the Association. Examinations shall be administered on a computer keyboard. All bargaining unit members who have demonstrated proficiency in typing at the 55 words per minute level prior to August 16, 1990, will be considered qualified for the typing proficiency portion of the requirements for any position.
- b. Competency in English usage and in math, as demonstrated by attainment of a score equal to or better than the 50th percentile in each of the required areas on the District selected test battery.
- c. Proficiency in word processing (one formatting error allowed), use of the computer workstation(s), and compatible software utilized in a specific position. Such utilization will be specified in each position job posting. Such proficiency shall be determined by examination(s) developed by the Board in cooperation with the Association.
- d. Proficiency in organizational skills and job specific skills utilized in a specific position. Such proficiency shall be determined by examination(s) and standards developed by the Board in cooperation with the Association. Job specific tests will be the same for each vacancy within a specific position. Such testing may be waived by mutual agreement of the parties for specific positions.



Any and all examinations referenced above in M., 2., a., b., c., and d. shall reasonably reflect the skill and/or knowledge required for the position as determined by the Board. Minimally, successful completion of said typing proficiency exam as referenced above in M., 2., a. shall be demonstrated by attainment of at least sixty (60) words per minute (35 wpm for media paraprofessionals). Minimally, successful completion of said examination(s) referenced above in M., 2., b., c., and d. shall be demonstrated by attainment of score(s) indicating such proficiency as determined by the Board in cooperation with the Association. Any bargaining unit member may arrange to have an Association representative present to observe the examination session(s). Job specific testing referenced above in M., 2., d., may be waived for a specific position vacancy if mutually agreed by the Board and association.

Prior to the examinations referenced in M., 2., a. and c., the Board agrees to provide to bargaining unit members scheduled to take the examination(s) a one (1) hour period in which to review examination(s) format and practice on the computer workstations used in the examination(s). Examinations referenced above in M., 2., a., b., and c. shall be offered at least two (2) times during each school year, once in January and once in June, and each bargaining unit member shall be sent notification of the scheduled time and place of testing.

The parties agree that confidentiality of exams and exam results shall be maintained at all times though exam scores of an individual shall be shared with that individual upon request. The Association president shall be provided a complete list of exam scores upon request. The Human Resources Office shall be responsible for administration of exams.

For a promotion to an Office Staff Salary Class I position, an employee will be required to retake a previously taken job specific examination if proficiency standards on the examination have not been achieved by the employee. For a lateral move, an employee will not be required to retake a previously taken examination if proficiency standards on the examination(s) have been achieved by the employee. Lateral move shall be defined as a move within the following 14 groupings but not between these groupings.

- a. Elementary Secretaries  
Kids & Company Secretary
- b. Secondary Secretaries  
Woodside School Secretary
- c. Business Office (Payroll/Accounts Payable)
- d. Business Office Secretary
- e. Business Office Clerical
- f. Educational Services
- g. Special Education
- h. Facility and Support Secretary  
Health and Athletics  
Cafeteria  
Auxiliary Support
- i. Switchboard
- j. Substitute Systems Secretary
- k. Transportation Secretaries

- l. District Media Secretary
- m. Central Duplicating Secretary
- n. Media Paraprofessionals

### TESTING REQUIREMENTS

Current Office Staff employees (including Media Paraprofessionals) in grouping a., b., c., h., k., and n., as of December 1, 1994, are grandparented in said grouping and shall not be required to take any examination(s) referenced in Article XI, M., 2., a., b., c., and d. when making a lateral move.

- 1. Building Staff to Building Staff - No testing requirements except relative to computer work station(s) and the self-screening tool as referenced in "M., 1." if pertinent to a specific position.
- 2. Office Staff to Building Staff - No Testing Requirement
- 3. Building Staff to Office Staff
  - a. Media Paraprofessional - Passing previous typing test (typewriter) or current test (computer) at any prior time required (35 wpm); passing current word processing/computer workstation test at any prior time required; passing job specific test(s) required.
  - b. Office Staff Other Than Media Paraprofessional - passing previous typing test (typewriter) or current typing test (computer) at any prior time required (60 wpm for Office Staff); passing current word processing/computer workstation test at any prior time required; passing clerical test at any prior time; passing job specific test(s) required.
- 4. Office Staff to Office Staff
  - a. Lateral moves (excluding Level II to Level I) within (not between) groupings a., b., c., h., j., k., n. (on page 21 of Master Agreement for employees in an Office Staff position on 12/1/94 - no testing requirements.
  - b. Moves between groupings and promotions - All employees must have met typing, clerical, word processing/computer workstation, and job specific requirements.

## N. Paraprofessional Staffing

- 1. Initial positions for a school year shall be filled as follows:
  - a. Media paraprofessionals, program support employees, and full-time Building paraprofessionals shall be assigned to the same position held the previous school year if the same position exists. If the number of hours of the position has decreased or the position has been eliminated, staffing shall occur pursuant to Article IX, B., 3. of the Master Agreement. Any bumping resulting from the initial staffing process delineated below (caused by employees eligible to bump pursuant to Article IX) will occur simultaneously with the posting meeting.

Instructional paraprofessionals assigned to At-Risk programs, Safety-Net,

Title I or to special education related positions shall be assigned to the same position held the previous school year if the same position exists.

It is understood that "same position" shall be determined by the administration, subject to approval of the association, considering the building assignment(s) and nature of the assignment; hours of the assignment may be increased or decreased in relation to the previous year and the specific daily work schedule may be different from the previous year.

If the Board and association are in disagreement regarding the determination of whether or not a position is the "same position" as the previous year, or, if the employee assigned to the same position so chooses, said position would be posted and said employee would be staffed pursuant to "Article XI, N., 1., b.". Paraprofessionals wishing to place their position in the pool shall so notify the Board and the association no later than at the beginning of the August Staffing Meeting.

- b. Instructional paraprofessionals, less than full-time Building paraprofessionals and paraprofessionals wishing to place their position in the pool and to participate in the selection process shall be assigned by the following process. Full-time Building paraprofessionals wishing to place their prior year position in the pool shall so notify, in writing, the Human Resources Office no later than three (3) calendar days preceding the staffing meeting referenced below. Such a decision shall be irrevocable, but any employee may select any position (including one the employee had previously vacated) if consistent with the following provisions. After the Board has made determinations of positions for the ensuing school year and no later than two weeks prior to the scheduled first day of class for students, a listing of tentative positions will be sent to Instructional and Building paraprofessionals. Said listing shall include work location(s), work schedule(s), and medical or hygiene procedures of each tentative position. A meeting will be held the third Monday of August at 4:00 p.m. (or at another mutually agreeable date and time) in the Administration and Services Center and; the listing of tentative position for the ensuing school year will be sent to all L.E.S.P. members no later than the second Monday in August. All known positions will be posted at said meeting. The positions posting shall include location(s), work schedule(s), and medical or hygiene procedures known at the time of the posting. Positions will be selected by seniority and qualifications (minimum qualifications as set forth in the skill requirements section of the job description set forth in Appendix B) by those eligible employees present at the staffing meeting or who have submitted written authorization empowering someone to select for them. If more positions are available than the number of participants (including laid off employees, if any), positions may be combined at any point in the selection process until the number of positions equals the number of participants. Combined positions must be compatible (e.g. allow reasonable drive time, etc.) and shall total no more than eight (8) hours per day. Positions combined in this manner will not be provided mileage.

Positions may not be combined if it would result in laid off employees, if any, not having had the opportunity to select a position. Remaining vacancies will be posted for L.E.S.P. employees.

If mutually agreeable, the Association and Administration may determine to set aside the staffing meeting referenced above and replace it with the normal posting process referenced in Article XI, B.. If such a determination is made, paraprofessionals will be so informed prior to the third Monday of August.

2. Vacancies occurring following initial staffing will be filled pursuant to Article XI.
3. After completion of all steps for staffing paraprofessionals, if there are any staff who are discovered unplaceable they shall receive immediate verbal notice of layoff to be followed by written notice which shall be considered timely notice under contract provisions; similarly, if there are any staff who are reduced in hours in comparison to the previous year, they shall receive immediate notice of reduction which shall be considered timely.
4. If Adult High School completion and/or Adult Basic Education paraprofessionals are returned, or re-established in the District, the language pertaining to the position(s) in Articles II, C.; XVII, I. XIX, A. 1.; XIX, H. 6.; VIII, C.; XI, N.; XII, C., 7. of 1994-96 Master Agreement will be reinstated in the then current Master Agreement.

## **ARTICLE XII**

### **HOURS AND WORKING CONDITIONS**

#### **A. WORK DAY**

1. An employee's work day shall be as follows:

#### Office Staff

All Positions 8 hours

#### Except:

Facilities and Support Services - Auxiliary Support	Up to 8 hours
Instruction - Junior High Clerical	Up to 8 hours
Instruction - Auxiliary Secretary	Up to 8 hours
Media Paraprofessionals	Up to 8 hours
Cramton Clerical	Up to 8 hours
Hadley Clerical	Up to 8 hours

#### Building Staff

Instructional Paraprofessionals	Up to 8 hours
Elementary Building Paraprofessionals	Up to 8 hours

2. A full-time employee shall be one who works thirty (30) hours or more per week. An employee who works less than thirty (30) hours per week shall be considered part time.

Employees working in more than one position within the bargaining unit will be credited with the total number of hours worked in determining benefits under the terms of this contract.

3. Subject to Article IX -- Reduction in Work Force, Section B. 5., an employee will be notified at least thirty (30) days in advance of any reduction in the employees work hours.
4. An employee shall be allowed one fifteen (15) minute rest period during each three and one-half (3 1/2) hour period of work. Office Staff employees shall be allowed one twenty (20) minute rest period during each four (4) hour period of work.
5. Employees working at least five (5) hours shall be provided a one-half (1/2) hour duty-free unpaid lunch period. Employees assigned to paraprofessional positions who must work through their lunch period because of attending to particular special needs students such as P.O.H.I. students shall be paid continuously from start of work day to end of work day and shall be allowed time for lunch. Employees having responsibilities during the students' lunch periods shall be allowed an alternate time for lunch.
6. An employee shall be notified at least five (5) work days in advance of any changes in work times.
7. The normal work day shall be between 7:00 a.m. and 5:00 p.m. The Substitute System Secretary's hours shall be 5:00 a.m. -- 2:00 p.m., unless otherwise mutually agreed upon. Adult Education paraprofessionals work day shall be between 8:00 a.m. and 10:00 p.m.

## B. SCHOOL CLOSINGS

1. When regularly scheduled student attendance days are cancelled due to weather or other emergencies all employees designated as 230 day or 188 + 42 day (twelve month) employees shall be expected to work their regular shift.
2. When regularly scheduled student attendance days are canceled due to weather or other emergencies employees designated as less than 230 day (188 + 42 day or 12-month) employees generally do not report to work and shall not be paid for the day if not worked, if the day is required by law to be made up for State Aid or contracted obligations; such employees not working shall be scheduled to work on and be paid for the days later designated by the official school calendar, determined solely by the Board and in respect to other collective bargaining agreements, as make up days. Any employee who has begun work prior to the school closing will be paid his/her hourly rate for time worked prior to cancellation. In no event will employees receive less than two hours pay if they report for work prior to cancellation.

As an exception to the above-referenced practice, less than 230 day or 188 + 42 day (12-month) employees working more than 188 days may voluntarily work when regularly scheduled student attendance days needing to be made up are canceled due to weather or other emergencies pursuant to the stipulations that follow:

- a. The supervisor, after receiving approval of the Human Resources department administration, may approve of the employee working the day;

- b. The day worked shall not result in any future non-work day that is a student attendance day;
- c. Approval of such a work day shall not result in or relate to any request for additional work days later in the school year.

This exception does not apply for any employee working 188 days (or less) or to 230 day or 188 + 42 day (12-month) employees.

- 3. On days when students are released early for weather or other emergencies in any or all buildings employees shall work their regular shift unless hazardous or unhealthful conditions, as determined by the Superintendent, exist. In such circumstances employees shall be released when notified by the Superintendent.
- 4. Whenever the administration delays the start of classes at some or all of the buildings, employees shall be expected to work their regular hours. Should it be necessary to make up the day, employees will be paid for the additional day.
- 5. If an employee is unable to report to work due to inclement weather, she/he may use any emergency day or vacation leave time provided to her/him under the contract.
- 6. When conditions develop during a day requiring the early closing of the offices, all office employees will be paid for a regular work day for their category.
- 7. Employees will be paid for the number of work days canceled due to inclement weather or building emergencies classified as "Act of God" days according to the State that do not have to be made up. School work day cancellations beyond the days allowed by the State shall be made up, and the employee will not be paid on the canceled day, but on the make-up day.
- 8. If school is canceled and the employee has been approved for a leave day, leave time will not be deducted.

### C. GENERAL CONDITIONS

- 1. No employee shall be left in charge of a classroom as a substitute for an absent teacher except for a temporary period until a certified substitute arrives.

This provision does not restrict the Board's right to assign employees to responsibilities for or to positions requiring or specifically for the purpose of the direct supervision of students either on a temporary or permanent basis. Such assignment shall not require administrators or teachers being assigned to also be present during such assignments. All employees may be assigned, consistent with applicable laws, the general purposes of their position and past practices, to such responsibilities as being in charge of and responsible for student supervision in classrooms, hallways, lunch rooms, playgrounds, and other school areas.

- 2. All staff meetings will be held during the working day, excluding lunch hour.

3. Any committee participation shall be on a volunteer basis.
  4. The District will not as a matter of practice have employees left alone in a building.
  5. The responsibility for supervising the playground during recesses generally shall be that of the building paraprofessional. Instructional paraprofessionals may be assigned playground supervision only in situations as follows:
    - a. If the assignment specifically relates to a special needs group or individual that the instructional paraprofessional generally works with (if the recess is for students in addition to the special needs student(s), the building paraprofessional also will be on the playground);
    - b. If resulting in no loss of L.E.A. contractually-required and/or IEPC-mandated instructional time with students, as supplement to the building paraprofessional or to periodically enable the building paraprofessional to work on specific SAP and ESC related building activities;
    - c. As temporary substitute in the absence of the building paraprofessional in emergency situations.
  6. Persons hired as secretarial substitutes for absent employees shall be paid \$8.06 per hour.
  7. When substitutes are needed during school vacation periods, L.E.S.P. members working school year assignments shall be given first preference for substituting in positions for which they are qualified.
- D. Training - For 230 work day employees without vacation days, two (2) days with pay will be available in which to receive training. These days will be in addition to the employee's normal work year. For 230 work day employees with vacation, sixteen (16) hours of training time per year outside their regular work day will be provided to be paid at their regular hourly rate (i.e. will not be considered overtime).

Attendance at these training sessions will be at the option of the unit member.

### **ARTICLE XIII** **OVERTIME**

When it is necessary to schedule overtime work to an employee or employees, it shall be scheduled or assigned to the extent practical, to the employee or employees of the building, section, office, department, or classification at which the need arises.

The administration shall have the right to assign additional work hours to an employee working less than full time rather than to assign overtime hours to another employee. This shall include circumstances of having employees assigned to offices, sections, departments, buildings, or classification other than their normal work assignment.

When more than one employee may be assigned overtime and a mutually agreeable arrangement among the affected employees is not determined, such assignment or adjustment shall be made by the appropriate supervisor on the basis of seniority.

Overtime will be paid at time and one-half for all hours over forty (40) in the work week. Time paid during the work week constitutes time worked for overtime purposes.

#### **ARTICLE XIV COMPENSATION**

The wage rates of employees covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement.

All employees shall be paid on a timesheet basis and shall not defer wages beyond that allowed by the Fair Labor Standards Act.

#### **Longevity**

- A. Regular full-time employees will receive a lump sum longevity payment based upon their length of service as of June 30 of each year. Total length of service will be total District service.
- B. For longevity purposes one year of work credit (length of service) will be allowed for each full year worked (based upon each employee's specific work year) without a break in service in a District position. There will be no proration of longevity payments.
- C. The longevity payment will be based upon the employee's length of service. The longevity payment will be paid to those eligible employees, as set forth above who are employed and on the Districts' payroll in June of each year. The longevity payment schedule is as follows:

#### **Years of Employment**

#### **2000-2001**

After 0-4 years	None
After 5-7 years	\$447
After 8-11 years	\$504
After 12-15 years	\$531
After 16 years and over	\$558

#### **ARTICLE XV HOLIDAYS**

- A. The employer will pay eligible employees the regular daily wage for the following holidays to all regular employees, even though no work is performed:
 

Labor Day	December 31 and January 1
Thanksgiving Day	Good Friday
Day after Thanksgiving	Monday during Spring Recess
December 24, 25	(or other mutually agreed day)
	Memorial Day
	July 4 (for 230 day, 188 + 42 day, and 12 month employees)



When any of these holidays occurs on a Saturday or Sunday, the following or preceding work day shall be paid with no work performed. In those years in which July 4 falls on a Tuesday or Thursday, the preceding Monday or following Friday will also be observed as a holiday.

- B. The following eligibility rules shall govern the payment of holiday pay:
1. A less than full-year employee is eligible for July 4 holiday pay if her/his normal work year is extended by the Board in order to meet district need for work beyond the employee's regular number of work days. If a less than full-year employee must work additional days beyond July 4 to complete his/her scheduled work year, he/she will not receive July 4 holiday pay.
  2. For each holiday falling or being celebrated on a non-workday of an employee who doesn't work Monday through Friday, such employee will receive holiday pay in the amount of one-fifth of his/her normal work week hours multiplied by the percentage of a five-day work week that s/he regularly works (e.g. for a four-day per week employee, the percentage would be 80%). If each workday is not the same number of hours, holiday pay for such employees shall be calculated on an average per diem basis.
  3. To be eligible for holiday pay, the employee must work, use a paid leave day, or a non-work day (for employees initially assuming a full-year position after September 1, 1994) approved by the District both the employee's work day immediately prior to and after the holiday.

## **ARTICLE XVI**

### **VACATIONS**

#### **A. Vacations**

Twelve month employees (employees continuously employed in any full year position since September 1, 1994) shall be entitled to vacation benefits as outlined below. In determining years of service for vacation, total years of service will be total, continuous years of District service without a break in service in a District position. Service time is determined as of June 30 of each year.

Said twelve month employees maintain vacation days if moving into a different twelve month position. Less than full year employees and those initially in full year positions after September 1, 1994, who move into a full year position will have a 230-day work year with 19, 20, or 21 unpaid non-work days per year, depending upon the calendar years involved. For full year employees without paid vacation days, the unpaid non-work days shall be scheduled as mutually agreed by the employee and his/her supervisor with the express understanding that 188 + 42 day employees must take the non-work days during down time for students (e.g. winter, spring, summer recesses).

For employees who were L.E.S.P. bargaining unit members on or before February 15, 1993, service time only shall include total, continuous years of District service without a break in service in a District position.

For employees entering the L.E.S.P. unit after February 15, 1993, service time only shall include total, continuous years of District service without a break in service in a District position with

employees working more than twenty (20) hours per week receiving full credit; employees working twenty (20) hours or less per week will receive one-half (1/2) credit.

<u>Service Time</u>	<u>Vacation Days</u>
a. less than one year	number of days from proration scale
b. one year or more but less than five years	10 days
c. five years or more but less than six years	10 days plus number of days for months over 5 years from proration scale
d. six years or more but less than eleven years	15 days
e. eleven years or more but less than twelve years	15 days plus number of days for months over eleven years from proration scale
f. twelve years but less than fourteen and one-half years	20 days
g. fourteen and one-half years but less than fifteen years	21 days
h. fifteen years or more	22 days

#### PRORATION SCALE \*

<u>Months</u>	<u>Days Earned</u>	<u>Months</u>	<u>Days Earned</u>
1	0	7	2½
2	½	8	3
3	1	9	3½
4	1½	10	4
5	2	11	4½
6	2½		

\* For twelve month employees with less than one (1) year of service as of June 30 of each year.

Vacations may be taken at anytime during the year (July 1 -- June 30), providing they have met with the approval of the immediate supervisor and they do not conflict with the following:

1. Vacations must be scheduled tentatively by July 15 of each fiscal year. Changes will be allowed only upon specific approval of the Superintendent or his/her designee.
2. Whenever possible, vacations shall be taken in one week units.
3. No vacations will be granted the week previous to the starting of school.
4. Vacation "carry-over" will not be allowed. Unused vacation days shall be converted to sick days.

- B. Employees who have three (3) weeks or more of paid vacation will not be permitted to use unpaid days. Twelve month employees who have less than three (3) weeks of paid vacation will be permitted to use up to five (5) unpaid days per year.

Unpaid leave for 188 day + 34 day employees not having paid leave is discouraged and should not be annual in nature, but it is agreed that up to five (5) days of unpaid leave per school year for vacation-like purposes shall be granted by the Administration to said employee.

Unpaid leave for less than 188 day + 34 day employees not having paid leave is discouraged and should not be annual in nature, but it is agreed that up to five (5) days of unpaid leave per school year for vacation-like purposes may be granted by the Administration to said employee.

- C. No payment will be made for unused vacation days for individuals with less than five (5) years of seniority leaving the employment of the Board of Education before the end of the fiscal year.

**ARTICLE XVII**  
**INSURANCE**  
**EMPLOYEE BENEFITS**

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this provision.

- A. **Life Insurance:** The Board shall provide group term life insurance protection in the amount specified below which will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

230 day and 188 + 42 day (Twelve Month) Employees -- all categories	\$25,000
Less than 230 day Employees--all categories	\$20,000

Employees working four (4) hours or less, but more than two (2) hours per day shall receive one-half (½) of the indicated coverage.

- B. **Medical Insurance:**

1. The Board will provide to the employee and eligible dependents, M.E.S.S.A. SuperCare I with \$5.00 prescription co-pay and \$100/\$200 annual deductible.
2. Should the carrier add new benefits to the certificate of insurance and notify the Board that said addition will cause a specified increase in the monthly payment, the Board shall not pay the increased cost. The increased cost would be paid by the employee by payroll deduction.

3. All S & F riders on the Blue Cross/Blue Shield policies are the individual responsibility of the employees. Similar provisions of M.E.S.S.A. Super Care I will also be the responsibility of the employee.
4. In order to qualify for medical insurance, employees who are married must provide the District with a written statement that their spouse is either not employed or employed. If employed, the employee must indicate whether the spouse is self-employed or not. If a spouse is unemployed or self-employed, the employee is eligible for medical benefits pursuant to related contract provision. If a spouse is employed other than by self-employment, the spouse's employer must be asked to supply the District written verification that either the employer cannot drop the spouse's medical insurance or that the spouse cannot drop his/her medical insurance without also losing dental and/or vision coverage; in such cases the employee is eligible for medical benefits pursuant to related contract provision. If the employer refuses to supply such written verification, the District will contact the employer to request such verification and to confirm that no such verification will be forthcoming; medical benefits will be provided while the District seeks such confirmation.
5. The Board will carry employees retiring, or eligible to retire, for a period of two (2) months after the date of their resignation.

The Board will provide medical insurance for a period of up to two (2) months to laid off less than 230 day employees, if eligible, who have completed their entire work year (e.g. 188 days + 10 to 34 days) if they agree not to apply for unemployment benefits until September 1 following layoff. Any eligible laid off employee who has completed his/her entire work year who applies for unemployment benefits prior to September 1 shall have the Board-paid contribution limited to one-half (1/2) the appropriate amount specified below in 6. The Board will provide medical insurance through August (maximum of two months) for resigning less than 230 day employees, if eligible, who have completed their entire work year. Any employee not completing an entire work year shall have fringe benefits terminated the month in which layoff or resignation occurs.

6. The Board shall provide, by the schedule below, to bargaining unit members the medical insurance provided in this Section B.

#### Board Paid Amount

- a.) **Employees hired prior to January 1, 2001**  
 Employees regularly scheduled to work thirty (30) to forty (40) hours/week 100%  
 Employees regularly scheduled to work twenty (20) or more but less than thirty (30) hours/week 50%
- b.) **Employees hired on or after January 1, 2001**  
 (1) Employees regularly scheduled to work thirty-five (35) or more hours/week: 100%  
 (2) Employees regularly scheduled to work thirty-two and one-half (32.5) or more but less than thirty-five (35) hours/week:

**Months of Active Employment**

0 - 12	65%
13 - 24	70%
25 - 36	75%
37 - 48	80%
49 and above	100%

- (3) Employees regularly scheduled to work twenty-five (25) or more but less than thirty-two and one-half (32.5) hours/week:

**Months of Active Employment**

0 - 12	30%
13 - 24	35%
25 - 36	40%
37 - 48	45%
49 and above	50%

Months of active employment shall be defined as the time period an employee is actually working, on approved regularly scheduled vacation (including school year summer recesses), or on leave accruing seniority pursuant to Article VIII, A, 6 or 7.

7. Each year the month of September will be the open enrollment period for employees to select their health insurance plan.
  8. Recognizing the increasing cost of medical insurance, it is mutually agreed that both parties will consider cost containment measures for medical insurance if said measures do not prove to reduce coverage for, are not unreasonably inconvenient for, nor add financial burden to the employees. Said measures will become effective upon agreement between the Board and the Association.
  9. If, in 2000-2001, enough employees having medical insurance coverage drop said coverage to total at least \$90,034 on an annual basis in premium cost, bargaining unit members eligible for 100% of the Board-paid medical premium amount not electing medical insurance provided in this section "B" will receive \$190 per month as the waiver plan amount pursuant to the medical insurance waiver plan as specified in Appendix E according to the terms of the Plan. This medical waiver plan will take effect February 1, 2001, if said employees drop said coverage by that date. Said employees desiring to shift from medical insurance to this waiver plan must so notify the District in writing no later than January 15, 2001. If enough employees do not drop said coverage in 2000-2001, no waiver plan would exist in 2000-2001 or 2001-2002 unless mutually agreed to in writing by both parties.
- C. **Long Term Disability Insurance:** Employees working at least one-half (1/2) time or more shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages up to a maximum of three thousand five hundred dollars (\$3,500.00) per month.

The Board shall pay the single person medical care premium amount the employee is eligible for pursuant to B., 6. above for an employee for a maximum of twenty-four (24) months following the 90-day qualifying period for LTD.

**Long Term Disability Insurance** -- will include the following provisions:

66 2/3% of salary after ninety (90) calendar days qualifying period

\$3,500 monthly maximum

24 hour coverage, immediate employee eligibility

Preexisting conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days

Mental, nervous, drug and alcohol:

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

**D. Dental Insurance:**

**1.) Employees hired prior to January 1, 2001**

a) Employees regularly scheduled to work thirty (30) to forty (40) hours/week and their eligible dependents shall be provided the 80% Delta Dental Plan (80, 80, 80 to \$1,200) unless coordinating with a spouse as specified below.

b) Employees regularly scheduled to work at least twenty (20) hours/week but less than thirty (30) hours/week shall be provided the 50% Delta Dental Plan (50, 50, 50).

**2.) Employees hired on or after January 1, 2001**

a) Employees regularly scheduled to work thirty-two and one-half (32.5) or more hours/week and their eligible dependents shall be provided the 80% Delta Dental Plan (80, 80, 80 to \$1,200) unless coordinating with a spouse as specified below.

b) Employees regularly scheduled to work at least twenty-five (25) hours/week but less than thirty-two and one-half (32.5) hours/week shall be provided the 50% Delta Dental Plan (50, 50, 50).

3.) **Coordination** – If the employee is eligible for other group dental care through a spouse, either within or outside the bargaining unit, a plan exactly in accord with the specifications of the 50% Delta Dental Plan (50-50-50) will be provided. Benefits will be coordinated up to 100% of the dental charge. If the plan of the employee's spouse provides less than 50% coverage or if the spouse's plan will not coordinate benefits, the employee may choose either the 80-80-80 group or the 50-50-50 group.

**E. Vision Care:**

**1.) Employees hired prior to January 1, 2001**

a) Employees regularly scheduled to work thirty (30) to forty (40) hours/week and their eligible dependents shall be provided VSP III.

b) Employees regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours/week shall be provided VSP I.

2.) **Employees hired on or after January 1, 2001**

- a) Employees regularly scheduled to work thirty-two and one-half (32.5) or more hours/week and their eligible dependents shall be provided VSP III.
- b) Employees regularly scheduled to work at least twenty-five (25) hours but less than thirty-two and one-half (32.5) hours/week shall be provided VSP I.

F. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the District and the carrier. Any rebates or refunds on premiums paid by the District shall accrue to the District.

G. Employees shall have the option of purchasing short term disability insurance from M.E.S.S.A. or the District's carrier through payroll deduction.

H. **Retirement Allowance:**

The Board agrees to provide \$200.00, upon retirement, to bargaining unit members who have worked for the district for ten (10) years. In addition, the Board agrees to provide \$20.00 per each year of service beyond the tenth (10th) year upon retirement.

**ARTICLE XVIII**  
**LEAVES**

A. Regular employees shall have one (1) day credited to their individual sick leave accounts for each month of regular employment. These sick days shall be advanced for the year at the beginning of the school year provided that when an employee quits or is terminated, s/he shall have deducted from the final pay any previous payment for unearned sick leave. The value of a sick leave day credited to an employee's individual account shall be based on her/his regular assignment during the month it was earned. Each employee shall be entitled to an accumulation of the unused portion of each year's leave to a total of sixty (60) days. When an employee first reaches an accumulation of sixty (60) days she/he will have a one-time opportunity to accumulate sick days to ninety (90) days. Any employee who chooses to retain her/his accumulated sick days to ninety (90) days, for whatever reason, shall notify the Board and Association, in writing, of her/his decision. Failure to provide such notification shall result in sixty (60) days being the maximum accumulation.

1. All employees may use sick time in increments as follows:
  - a. one (1) hour if no substitute is needed
  - b. two (2) hours if substitute is needed or one-half of the employee's assignment, whichever is less.

Beyond such minimum increments, additional time may be used in ½ hour increments.

2. The parties agree that as a general rule, day will refer to the particular work day of the individual employee (e.g. 3.5 hour paraprofessional uses one sick day when ill. One sick day equals 3.5 hours).

However, for the purpose of accumulation and payout, the parties agree as follows:

- < Accumulation of sick days shall be based on full days.
- < A full day for a paraprofessional is eight (8) hours. Paraprofessionals may accumulate up to four hundred and eighty (480) hours (8 hours x 60 days).

- < A full day for a secretary is eight (8) hours. Secretaries may accumulate up to four hundred and eighty (480) hours (8 hours x 60 days).
- < Paraprofessionals and secretaries working less than a full day will accumulate and be charged hours based on the number of hours worked per day (e.g. paraprofessional works 3.5 hours/day for 188 days and doesn't use a sick day, thereby accumulating 10 unused days. In order to determine the number of hours to be applied to the maximum accumulation, the number of hours worked per day would be multiplied by the number of unused days: 3.5 hours x 10 days = 35 hours).

**B. Compensation for Unused Sick Days**

1. The maximum accumulation of sick days shall be sixty (60) or ninety (90) as specified above. Employees reaching the maximum shall be granted days each year but shall not increase accumulation. Those employees who in the future shall have the maximum accumulation plus unused days above their maximum shall be granted \$11.79 for each unused day above the maximum on June 30.
2. Upon retirement or voluntary termination, employees with at least ten (10) years of service to the district will receive \$15.32 compensation for each unused sick day.

The following conditions shall apply:

- a. For employees electing sixty (60) days as the maximum accumulation, compensation shall be for all unused days.
- b. For employees electing ninety (90) days as the maximum accumulation, compensation shall be limited to all days above sixty (60).

- C. In the event of an absence of an employee for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician. In situations of apparent abuse of sick leave, the problem will be brought to the attention of the employee and after the third incident a physician's signed statement as proof of illness will be required.
- D. The Board may, at Board expense, require an employee to submit to a physical or mental examination by a mutually agreed upon specialist to determine whether involuntary sick leave is warranted.
- E. Each employee will be notified by September 15th of each year, the number of sick leave days carried over from the preceding year for each employee covered by this Agreement.
- F. Leave of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons:
  1. For personal illness or health disability or medical appointment or illness in the immediate family which shall include spouse, children, father, mother, brother, sister, or any person whose relationship is equivalent to that of a household relative. In addition, sick leave credit may be used by the employee for critical illness of her/his grandparents or



grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law.

2. In the event of a death covered in paragraph G. of this article, two (2) additional working days may be granted to attend to necessary arrangements which are to be deducted from the individual sick leave bank.

G. Three (3) days leave of absence with pay, not chargeable against the employee's sick leave allowance, shall be granted in the case of the death of the spouse, son, daughter, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, or any person whose relationship is equivalent to that of a household relative. Two (2) days for each school year may be used for the death of a personal friend. The second day is deductible from sick leave.

#### H. **Personal Business Leave Days**

1. Personal Business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal Business days shall be approved without substantiation or explanation except for the periods of time delineated on the "Request for Personal Business Leave" form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive Personal Business day use on Fridays, employees are encouraged to plan for prearranged Personal Business days on days other than Friday. Employees may be contacted to request a rescheduling of Personal Business days contingent upon substitute availability.
2. All employees covered by this Agreement earn two (2) days off per year, with pay, for the purpose of attending to personal business. Personal Business days can accumulate to four (4) days. Any in excess of four (4) will transfer to accumulated sick leave. A person employed during the second semester shall be granted only one (1) day for that semester. A person employed on a part-time basis shall have the days prorated, based upon their percentage of time employed.
3. The day(s) must be requested by presenting the "Request for Personal Business Leave" form (Appendix D) to the building principal. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event, the building principal should be contacted by telephone prior to the absence and the request shall be put in writing after return.
4. It is the district's intent that Personal Business Days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. **Personal Business Days may not be used for vacation or hunting.**
5. One emergency day per year will be granted or allowed to be used in two-hour increments. This day is deductible from sick leave.

6. Personal Business days shall not be used in increments covered by the leave provision (i.e. employees cannot eat while on the job).
7. All bargaining unit members who were in the bargaining one (1) additional personal day each year which will be taken of the contract, excluding the first and last day of school, and the first and last day of their work year.

**I. Personal accident involving worker's compensation:** Sick leave for an injured while working for the Lapeer Community Schools and their Compensation benefits shall be as follows:

1. Accumulated sick leave days shall, on an optional basis to the injured employee during the period she/he is unavailable due to an accident.
2. If the employee chooses the option of using sick leave, Compensation benefits shall be supplemented by school district equivalent of her/his regular daily rate. The employee's sick leave proportionate amount of time lost based on the ratio of their employee's regular daily rate.

**J. The following leaves of absence without pay or other benefits shall be granted to one (1) year when requested by an employee:**

1. **Parental Leave**  
Upon written application an employee shall be granted a leave of absence for care for and/or preparation for a newborn child or the adoption of a child. The time of the adoption does not exceed ten (10) years, provided:
  - a. Verification from a doctor or legal agency must be provided to request that the employee or employee's spouse is present at the legal adoption procedure.
  - b. During such parental leave the employee shall not be eligible for fringe benefits. Such leave shall not constitute a break in service and shall be counted as employment time for the purpose of seniority, except as otherwise provided in this agreement.
2. **Personal illness or injury**, if accompanied by a physician's report, at the employee's expense, shall be given to the employee for such leave. Seniority shall accumulate during such leave for the employee. Upon expiration of an employee's sick days, the employee shall be granted an additional two (2) months.
3. **Prolonged illness in the immediate family** as described in "I"
4. **Education**

- K. Other leaves, or extensions of leaves, may be granted at the discretion of the Board upon written employee request.
- L. Upon return from leave, the employee's previously accumulated sick days shall be restored and previously accumulated seniority shall be restored.
- M. An employee returning from a leave of absence of one (1) year or less shall be returned to the same previously held position. If the position has been eliminated or the employee is returning from a leave of absence granted under J., 2., or J., 3., lasting longer than one (1) year, the employee shall be offered an available position comparable to the previously held position. If a position is not available the employee shall be returned to a position pursuant to the bumping process contained in Article IX., B. An employee returning from other leaves of absence lasting longer than one (1) year shall be offered the first available position.
- N. Any employee called for jury duty during her/his regular working hours shall be paid the difference between the jury duty pay and the employee's regular daily pay. The District will pay the employee her/his full daily rate and the employee must reimburse the District the amount of compensation, less mileage received for jury duty. Should the employee not reimburse the District, it shall be deducted from her/his third pay following the completion of jury duty, or upon separation, whichever is earlier.
- O. The Board will reimburse the employee on the same basis as in paragraph "N" of this Article, for court appearances connected with the employee's employment by the District other than employee vs. Board, or when subpoenaed by court.
- P. **Professional Leave** -- An employee may request a conference day for professional improvement. It is understood that such a day will be granted at the discretion of the administration. Policies for approval of expenses will be established by the Board. The number of employees who may be absent at one time would be determined by the administration. If conference days are curtailed or eliminated due to financial limitations, a Personal Business Day without expenses paid and subject to the criteria for approval of conference days, can be used for a conference day.
- Q. **Reduction in Staff Leave** -- During a reduction in staff any employee may request a leave of absence for a period not to exceed two (2) years. The leave shall be granted if said leave would result in the return of an employee from the reduction in staff list or avoid the layoff of an employee currently on staff. Upon return from such leave the Board will return the employee to an available position consistent with seniority and staffing rules prevailing.
- R. **Employee Improvement**
1. An employee required by the administration to attend a workshop or take specialized training shall have her/his enrollment fee, materials and mileage paid by the Board. When such training takes place outside the Lapeer area, necessary expenses for room and meals shall also be paid by the Board. Regular salary shall continue during this period.
  2. If an employee is required to attend training sessions outside the normal work day, she/he will be paid her/his hourly rate for the time spent during such training.

3. Employees may enroll in the Lapeer Community Schools enrichment program for courses that would directly relate to their employment with the school district, provided that:
  - a. Enrollment in such courses must have prior approval of the Human Resources Office.
  - b. Fees for approved courses shall be paid by the Board of Education.
  - c. Courses shall be limited to one (1) per semester.
  - d. Request for approval must be made, in writing, stating course and fees and meeting nights at least two (2) weeks in advance of the first meeting.

## **ARTICLE XIX**

### **PERSONNEL FILES AND EVALUATION**

- A. An employee shall have the right to review the contents of all records, excluding references, of the Board pertaining to said individual originating after the initial employment, and to have an Association Representative, if requested, present at such review.
- B. No material shall be placed in employee's personal record unless she/he has had an opportunity to review said material. The employee may submit a written notation regarding any material and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content. All materials related to adverse evaluation shall be removed after a period of three (3) years provided that subsequent evaluations indicate that the adverse evaluation is no longer representative of the employee's performance. All evaluations shall be retained a minimum of three (3) years and shall be removed thereafter only upon the specific request of the employee.
- C. **Evaluation of Permanent Employees**
  1. The work performance of an employee shall be evaluated at least biennially. It is mutually agreed and understood that evaluations may occur as frequently as needed in the judgment of the supervisor, consistent with other contract provisions as applicable.
  2. Evaluation shall be conducted by a supervisor designated by the Human Resources Office who is knowledgeable about the position and the employee's performance in it. The person conducting the evaluation shall not be a member of the bargaining unit.
  3. Before an employee is rated unsatisfactory in her/his job performance, the supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that her/his job performance is not satisfactory and to discuss means of improvement.
  4. If the employee is rated unsatisfactory in her/his job performance at the review, the supervisor will counsel the employee as to how to improve and how to proceed to strengthen the weakness. The evaluation form will contain the program specifically stating the weakness and the plan of assistance for overcoming the deficiency.

If the nature of the weakness in her/his job performance requires a reevaluation prior to the next review, it will be so stated in the plan of improvement. A reevaluation will take place only after a thirty (30) day period of time has passed to allow time for improvement.

If a deficiency stated in one evaluation is absent from the following evaluation, the employee will be presumed to be performing in a satisfactory manner in that area.

5. A Joint Committee consisting of three (3) representatives of the Board and Association will develop the evaluation forms and criteria for the evaluation process.
- D. An employee shall be notified, in advance, of the purpose of a meeting in which an unsatisfactory evaluation is to be reviewed and signed, and the employee shall be entitled to have an Association representative present.

## **ARTICLE XX**

### **DISCIPLINE OF EMPLOYEES**

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation by the Board or representatives thereof, shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.
- B. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include: verbal warning, written warning, reprimand, suspension with or without pay, and discharge as a final and last resort. The progressive steps may be altered dependent upon the seriousness of the incident. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. Written warning/reprimands shall be signed by employee for acknowledgment purposes.
- C. An employee shall be notified, in advance, of the purpose of a meeting in which disciplinary action is to occur, and the employee shall be entitled to have an Association representative present.

## **ARTICLE XXI**

### **NON-UNIT PERSONNEL**

- A. The parties recognize that the Michigan Public Employment Relations Act (PERA) contains provisions regarding prohibited subjects of bargaining. Except as governed by those provisions bargaining unit work shall be performed by members of the bargaining unit who are covered by this Agreement, subject to the exceptions set forth below.
- B. The parties recognize that student help (co-op/work study students) may be used to assist secretaries, consistent with past practice. Student employees will not be used to reduce, eliminate, or replace bargaining unit positions.
- C. The parties recognize that unusually heavy workloads may, from time to time, necessitate the

hiring of temporary employees to perform work also done by bargaining unit members on a short term basis (usually for a period of one (1) week, but in no event longer than thirty (30) days. Before outside help will be hired, part-time employees working in the classification in the building where the work is to be performed will be given the opportunity to work additional time (up to the hours of the full-time schedule for the position) on a temporary basis to alleviate the problem. If work is still available, part-time employees in the same classification group will be given the opportunity, on a seniority basis, to work additional time under the same conditions set forth above. If work is still available after offering it to such part-time unit personnel, the District may employ temporary help to complete the task. In no event will temporary employees replace bargaining unit employees, nor shall their employment reduce the number of hours regularly worked by the bargaining unit member. Temporary employees will not be used to perform overtime assignments traditionally performed by bargaining unit members in conformance with past practice.

- D. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit. Such personnel shall not be restricted in their performance of bargaining unit work in conformance with past practice, or for the instruction or training of employees or in emergencies. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

## **ARTICLE XXII**

### **GENERAL**

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she/he may have under the Michigan General School Laws, or the applicable laws and regulations.
- B. In the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all bargaining unit members now employed, or hereafter employed by the Board. The L.E.S.P. shall be provided with ten (10) copies, at no charge to it, for its use and up to twenty (20) more copies if requested.
- D. In the event a new position is instituted by the District, the District will notify the Association President and L.E.S.P. representative in writing. The District will have the right to set a temporary rate for the position which, unless the Association notifies the District in writing during the first thirty (30) days of its desire to negotiate over the wages, hours and working conditions of the position, will become the permanent rate after the first thirty (30) days. To the extent possible, the District will confer with the Association prior to the implementation of the position.

**ARTICLE XXIII**  
**CARE OF STUDENTS**

All employees assigned to a school building may, when necessary, be assigned specific duties which arise from the special physical and health needs of particular students who may be assigned to the building. Whenever possible and in accord with existing statutes and regulations students requiring specialized health or care services such as, but not limited to catheterization, feeding, toileting, showering, dressing, shall be assigned to a building having an established POHI program and/or an employee identified as Instructional Paraprofessional. Assignment of such students to a particular building shall not require the Board to establish any particular program or to hire any particular new employee.

The administration shall provide appropriate training in any required techniques or procedures needed by the employee to fulfill any such assignments related to this provision. The employee shall be provided such hygienic equipment as may be necessary to appropriately provide such assistance. The training and procedures to be used shall be in accord with the providing guides and directions of the State Department of Education and the local and State Department of Health.

The principal of the building shall determine the specific assignment of, scheduling of or sharing of such responsibilities among the bargaining unit employees in the building; provided, however, that such duties shall be primarily fulfilled by the Instructional Paraprofessional, if such a position exists in the particular building or by the Building Paraprofessional otherwise unless otherwise mutually agreed upon within the building.

All bargaining unit employees assigned to a school building shall receive appropriate annual inservice training in first aide techniques and shall assist in and provide, along with other trained staff, emergency treatment as may be necessary.

The Board shall provide by its appropriate insurance carriers or by other appropriate means adequate liability protection for employees performing such tasks when they are acting within the scope of their district assigned responsibilities.

Except in emergencies the employee shall have in the immediate area another employee responsible for observing and being available to assist in the procedures performed related to this provision.

**ARTICLE XXIV**  
**DURATION AND SCOPE OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B This Agreement shall be effective upon ratification by the parties and shall continue in effect through June 30, 2002. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their authorized representative as of December 7, 2000.

**Board of Education of the  
Lapeer Community Schools**

**Lapeer Educational Support  
Personnel**

\_\_\_\_\_

by

\_\_\_\_\_

by

\_\_\_\_\_

and

\_\_\_\_\_

and



**Appendix A****Wages****1998-1999**

<b>Wage Classification</b>	<b>Beginning</b>	<b>6 mo</b>	<b>12 mo</b>	<b>18 mo</b>	<b>24 mo</b>	<b>36 mo</b>	<b>48 mo</b>
I	\$12.17	\$12.38	\$12.93	\$13.19	\$13.35	\$14.06	\$14.59
I. a.	\$11.78	\$12.00	\$12.53	\$12.77	\$12.94	\$13.62	\$14.05
II	\$11.38	\$11.60	\$12.12	\$12.35	\$12.54	\$13.18	\$13.50
III	\$10.88	\$11.05	\$11.20	\$11.35	\$11.50	\$11.80	\$12.11
IV	\$ 8.95		\$ 9.18		\$ 9.64		

**1999-2000**

<b>Wage Classification</b>	<b>Beginning</b>	<b>6 mo</b>	<b>12 mo</b>	<b>18 mo</b>	<b>24 mo</b>	<b>36 mo</b>	<b>48 mo</b>
I	\$12.41	\$12.63	\$13.19	\$13.45	\$13.62	\$14.34	\$14.88
I. a.	\$12.02	\$12.24	\$12.78	\$13.03	\$13.20	\$13.89	\$14.33
II	\$11.61	\$11.83	\$12.36	\$12.60	\$12.79	\$13.44	\$13.77
III	\$11.10	\$11.27	\$11.42	\$11.58	\$11.73	\$12.04	\$12.35
IV	\$ 9.13		\$ 9.36		\$ 9.83		

**2000-2001**

<b>Wage Classification</b>	<b>Beginning</b>	<b>6 mo</b>	<b>12 mo</b>	<b>18 mo</b>	<b>24 mo</b>	<b>36 mo</b>	<b>48 mo</b>
I	\$12.60	\$12.83	\$13.39	\$13.66	\$13.83	\$14.56	\$15.11
I. a.	\$12.21	\$12.43	\$12.98	\$13.23	\$13.40	\$14.11	\$14.55
II	\$11.79	\$12.01	\$12.55	\$12.80	\$12.99	\$13.65	\$13.98
III	\$11.27	\$11.44	\$11.60	\$11.76	\$11.91	\$12.23	\$12.54
IV	\$ 9.13		\$ 9.51		\$10.00		

Retro-activity for 1998-99, 1999-2000, and 2000-2001 shall be paid only to current District employees who worked as bargaining unit members during said period(s) of time and who are active the date this contract is approved by the Board and to former employees who worked during said period(s) of time and who worked at least part of the 2000-2001 school year (i.e. resigned after July 1, 2000) or who verify that they left the District to retire and receive retirement benefits through MPSERS. Said compensation will be made within one (1) month of contract ratification.

APPENDIX B  
JOB DESCRIPTIONS

## JOB DESCRIPTION

**I. Job Title: Instruction - Secretary-in-Charge**

**II. Reports to: Principal**

**III. General Description of Position:**

The Secretary-in-Charge is responsible for the efficient operation of the school offices including the following:

- < Organization of clerical work for the entire department
- < Monitoring of clerical staff work in the department
- < Identification of needs for additional help in the building or providing temporary help to other buildings
- < Maintenance of all routines, calendars, reporting requirements and office files within the building
- < Knowledge of and ability to perform or to identify needed assistance (including substitutes) to perform all clerical tasks accomplished in the building

**IV. Work Year: 188 days + 34 days (Senior High)  
188 days + 29 days (Junior High)**

**V. Work Week: 40 hours**

**VI. Salary: Class Ia**

**VII. Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Capable of composing letters with good grammar and accurate spelling
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Excellent organizational skills and ability to determine work priorities and individual work task adjustments in order to accomplish the department's responsibilities with assigned staff
- G. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- H. High school diploma or equivalent (minimum)
- I. Basic Bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

**Job Title: Instruction - Secretary-in-Charge (continued)****VIII. Essential Job Functions:**

- A. Assume responsibility for general operations of school offices
- B. Assume responsibility for files and records including monitoring of work in relation to the following:
  - < Pupil accounting - enrollment
  - < Report cards/progress reports
  - < CAs
  - < Discipline
  - < Student debt
  - < Annual reports/accreditation
  - < Internal Funds
  - < Building Staff Absence
  - < Others as needed
- C. Maintain inventory of office supplies and order supplies for the building
- D. Maintain staff and student handbooks
- E. Maintain accurate calendar of events and building use schedule
- F. Assume responsibility for distribution of mail
- G. Prepare and distribute school newsletters and communication to staff
- H. Assume responsibility for coordination of clerical functions pertaining to open houses, parent-teacher conferences, orientation programs, awards programs, and school ceremonies
- I. Assume responsibility for coordination of student assistance in areas such as obtaining homework when absent and use of clinic when ill
- J. Assist in development of master schedule and student scheduling
- K. Assist in District program registration as assigned

**IX. Auxiliary Job Functions:**

Perform other related duties as assigned

JOB DESCRIPTION

- I. **Job Title:** **Business Office Secretary - Payroll/Insurance;  
Payroll/Purchase Orders; Accounts Payable**
- II. **Reports to:** **Assistant Superintendent for Business and Finance**

III. **General Description of Position:**

The Business Office - Accounting personnel are responsible for assistance with all business office functions relating to accounting, recordkeeping, and processing of needed paperwork.

- IV. **Work Year:** **230 days**

- V. **Work Week:** **40 hours**

- VI. **Salary:** **Class I**

VII. **Skill Requirements:**

- A. Understanding of accounting principles as demonstrated by performance on the district instrument
- B. High degree of accuracy and organization
- C. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile
- D. Typing with speed and accuracy (minimum 60 wpm)
- E. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- F. Excellent skills and ability to work independently
- G. Effective human relations skills, organizational skills, and job-specific skills
- H. High school diploma or equivalent (minimum)
- I. Ability to perform the responsibilities of the position

VIII. **Essential Job Functions:**

- A. **Payroll/Insurance**
  - 1. Assist in processing payroll
  - 2. Process annuities and insurances
  - 3. Verify employment
  - 4. Generate retirement reports
  - 5. Process retirement forms
  - 6. Input revenue information
  - 7. Generate quarterly and year-end reports
  - 8. Maintain petty cash
  - 9. Monitor costs for federal program

**Job Title: Business Office Secretary - Payroll/Insurance; Payroll/Purchase Orders;  
Accounts Payable (continued)**

**VIII. Essential Job Functions:**

10. Perform duties of other Business Office - Accounting and clerical personnel as needed
11. Assist in District program registration as assigned

**B. Payroll/Purchase Orders**

1. Assist in processing payroll and prepare related reports as necessary
2. Maintain sick leave records
3. Process purchase orders
4. Maintain petty cash
5. Reconcile bank statements
6. Distribute incoming U.S. Mail
7. Assist in generating quarterly and year-end reports
8. Serve as contact person for MESC
9. Perform duties of other Business Office - Accounting and clerical personnel as needed
10. Assist in District program registration as assigned

**C. Accounts Payable**

1. Write checks for General Fund, Athletic Fund, and Cafeteria Fund
2. Post expenditures and receipts for some funds
3. Transfer funds from savings to checking
4. Code bills and input data
5. Pay utility bills
6. Balance accounts, generate reports, and communicate with banks as necessary
7. Provide information to auditors
8. Perform duties of other Business Office - Accounting and clerical personnel as needed
9. Assist in District program registration as assigned

**IX. Auxiliary Job Functions:**

Perform other related duties as assigned

**JOB DESCRIPTION**

**I. Job Title: Facilities and Support Services - Secretary-in-Charge**

**II. Reports to: Assistant Superintendent for Operations**

**III. General Description of Position:**

The Secretary for Facilities and Support Services is responsible for the efficient operation of the department including the following:

- < Organization of clerical work for the entire department
- < Monitoring of clerical staff work in the department
- < Identification of needs for additional help in the department or providing temporary help to other departments
- < Responsibility for all routines, calendars, reporting requirements and office files within the department
- < Knowledge of and ability to perform or to identify needed assistance (including substitutes) to perform all clerical tasks accomplished in the department

**IV. Work Year: 230 days**

**V. Work Week: 40 hours**

**VI. Salary: Class Ia**

**VII. Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Capable of composing letters with good grammar and accurate spelling
- E. Ability to work with speed and accuracy in demanding situations
- F. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- G. Excellent organizational skills and ability to determine work priorities and individual work task adjustments in order to accomplish the department's responsibilities with assigned staff
- H. High school diploma or equivalent (minimum)
- I. Basic bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

**Job Title: Facilities and Support Services - Secretary-in-Charge (continued)****VIII. Essential Job Functions:**

- A. Serve as secretary to the Director of Facilities and Support Services
- B. Assume responsibility for all clerical functions relating to Facilities and Support Services
- C. Assume responsibility for files and records in the department
- D. Inform Director of custodial absences as needed and/or incidental department problems.
- E. Assist the Director and/or departmental managers, as needed, in making the necessary contacts with district suppliers and/or repair agencies
- F. If needed, take responsibility for inventories of department supplies, and prepare and submit inventories for custodial and maintenance supplies
- G. Assume responsibility for preparing necessary requisitions to secure services for the safe and efficient operation of district facilities and support services
- H. Assist in inventory control and obtaining parts information from actual job sites
- I. Obtain a working knowledge of electrical, mechanical and related work terminology as well as transportation unit terminology
- J. Main school district's voting records including data entry of new and canceled registrations and address changes supplied by township clerks. Assist in school election process
- K. Assist in District program registration as assigned

**IX. Auxiliary Job Functions:**

Perform other related duties as assigned



**JOB DESCRIPTION**

- I. **Job Title:** **Business Office Clerical**
- II. **Reports to:** **Assistant Superintendent for Business and Finance**
- III. **General Description of Position:**  
Responsible for reviewing, processing, paying and filing invoices.
- IV. **Work Year:** **230 days**
- V. **Work Week:** **40 hours**
- VI. **Salary:** **Class II**
- VII. **Skill Requirements:**
- A. Excellent all-round secretarial skills
  - B. Typing with speed and accuracy (minimum 60 wpm)
  - C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
  - D. Ability to work with speed and accuracy in demanding situations
  - E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
  - F. Excellent organizational skills
  - G. Word processing and computer application aptitude
  - H. High school diploma or equivalent (minimum)
  - I. Basic bookkeeping aptitude
  - J. Effective human relations skills, organizational skills, and job-specific skills
  - K. Ability to exercise initiative and effectively work independently
  - L. Ability to perform the responsibilities of the position
- VIII. **Essential Job Functions:**
- A. Review, process, pay, and file invoices
  - B. Reconcile payroll bank statements
  - C. Take receipt of U. S. Mail for Business department
  - D. Maintain inventory records
  - E. File 1099 forms
  - F. Calculate and code mileage forms
  - G. Assist in District program registration as assigned
- IX. **Auxiliary Duties:**  
Perform other related duties as assigned

## JOB DESCRIPTION

- I. **Job Title:**                    **Business - Business Office Secretary**
- II. **Reports to:**                    **Assistant Superintendent for Business and Finance  
Data Processing Manager/Purchasing Manager**
- III. **General Description of Position:**
- Responsible for performing regular and routine office procedures related to the business operation without regular supervision
- IV. **Work Year:**                    **230 days**
- V. **Work Week:**                    **40 hours**
- VI. **Salary:**                         **Class II**
- VII. **Skill Requirements:**
- A. Excellent all-round secretarial skills
  - B. Typing with speed and accuracy (minimum 60 wpm)
  - C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
  - D. Ability to work with speed and accuracy in demanding situations
  - E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
  - F. Excellent organizational skills
  - G. Word processing and computer application aptitude
  - H. High school diploma or equivalent (minimum)
  - I. Basic bookkeeping aptitude
  - J. Effective human relations skills, organizational skills, and job-specific skills
  - K. Ability to exercise initiative and effectively work independently
  - L. Ability to perform the responsibilities of the position
- VIII. **Essential Job Functions:**
- A. Serve as secretary to the Assistant Superintendent for Finance and Operations
  - B. Count all money coming into the Administration and Services Center from individual schools, outside groups, state, townships, etc., write receipt and mail
  - C. Process tax levy checks
  - D. Assist in bid preparation, mailing, and tabulation
  - E. Process Workers' Compensation Claims
  - F. Process SEV changes for State Aid purposes
  - G. Process billings for room usage and transportation
  - H. Process Student Insurance forms
  - I. Compile and type all reports from break-ins and vehicle accidents
  - J. Maintain band instrument inventories
  - K. Process outgoing U.S. Mail and all inner school mail

**Job Title: Business - Business Office Secretary (continued)**

**VIII. Essential Job Functions:**

- L. Junior high student record and schedule changes (computer inputing)
- M. Prepare monthly telephone billings
- N. Handle student records backup
- O. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

JOB DESCRIPTION

I. Job Title: Instruction - High School Secretary

II. Reports to: Principal or designee

III. General Description of Position:

Responsible for clerical functions in assigned office area(s)

IV. Work Year: 188 days + 34 days (Guidance)  
 188 days + 19 days (Attendance)  
 188 days + 19 days (Internal Funds/Athletics)  
 188 days + 24 days (Auxiliary)

V. Work Week: 40 hours

VI. Salary: Class II

VII. Skill Requirements:

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Excellent organizational skills
- G. Word processing and computer application aptitude
- H. High school diploma or equivalent (minimum)
- I. Basic bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills.
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

VIII. Essential Job Functions:

- A. Guidance
  - 1. Perform all clerical functions relating to the Guidance Office
  - 2. Maintain student records including CAs and assist with student membership counts
  - 3. Supervise student assistants
  - 4. Process transcript requests and college applications
  - 5. Prepare for Honors Convocation
  - 6. Mail student progress reports
  - 7. Assist in District program registration as assigned

**Job Title: Instruction - High School Secretary (continued)****VIII. Essential Job Functions:****B. Attendance**

1. Perform all clerical functions relating to the Attendance Office
2. Maintain all records relating to student attendance and supervise procedures for teacher reporting of student attendance
3. Coordinate and implement building tardiness procedures
4. Communicate with parents/guardians by letter and telephone, as needed, regarding student attendance matters
5. Supervise student assistants
6. Assist in mailing progress reports, if needed
7. Secure and distribute homework assignments for absent students
8. Assist in District program registration as assigned

**C. Internal Funds/Athletics**

1. Perform all clerical functions relating to building athletic programs
2. Prepare and distribute master eligibility lists and forms
3. Count, deposit, and reconcile Internal Funds monies; and maintain related records
4. Supervise student assistants
5. Prepare year-end report for auditors
6. Assist in District program registration as assigned

**D. Auxiliary**

1. Perform the job functions of the other high school secretary positions in relation to the eighth grade program and/or other grade levels as assigned.
2. Be knowledgeable of, as necessary, the job functions of the other high school secretary positions.

**VIII. Auxiliary Duties:**

Perform other related duties as assigned.

JOB DESCRIPTION

I. **Job Title:** Instruction - Junior High Secretary/Guidance,  
Athletics and Attendance Secretary

II. **Reports to:** Junior High Principal

III. **General Description of Position:**

Responsible for clerical functions relating to the junior high office including guidance program, athletics and student attendance.

IV. **Work Year:** 188 days + 19 days

V. **Work Week:** Up to 40 hours

VI. **Salary:** Class II

VII. **Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Excellent organizational skills
- G. Word processing and computer application aptitude
- H. High school diploma or equivalent (minimum)
- I. Basic bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

VIII. **Essential Job Functions:**

- A. Perform general office receptionist activities
- B. Maintain and prepare computer report card system (as needed)
- C. Fulfill responsibilities relating to student attendance as assigned by the principal
- D. Assist in training and supervision of student assistants in the office
- E. Maintain correspondence file
- F. Prepare athletic eligibility lists and weekly eligibility reports
- G. Maintain CA-39s
- H. Schedule parent-teacher conferences
- I. Prepare student progress reports for mailing and/or distribution
- J. Compile homework assignments for absent students
- K. Prepare weekly disease report for county health department

**Job Title: Instruction - Junior High Secretary/  
Guidance, Athletics and Attendance Secretary (continued)**

**VIII. Essential Job Functions:**

- L. Monitor clinic as appropriate
- M. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

JOB DESCRIPTION

- I. **Job Title:** Instruction - Elementary Secretary
- II. **Reports to:** Principal or designated person in charge

III. **General Description of Position:**

The Elementary School Secretary is responsible for the management and smooth operation of the elementary office, requiring a high degree of organizational skills and the ability to respond in a positive manner to the public.

- IV. **Work Year:** 188 days + 15 days
- V. **Work Week:** 40 hours (Secretary)  
Up to 40 hours (Part-Time)
- VI. **Salary:** Class Ia

VII. **Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Excellent organizational skills
- G. Word processing and computer application aptitude
- H. High school diploma or equivalent (minimum)
- I. Basic bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

VIII. **Essential Job Functions:**

- A. Serve as secretary to the building administrator-in-charge and perform clerical functions as needed
- B. Enroll all new students; keep enrollment records up to date; do Fourth Friday count
- C. Maintain student records
- D. Maintain inventory and order all school supplies and office equipment
- E. Ability to perform First-Aid and CPR



**Job Title: Instruction - Elementary Secretary (continued)**

**VIII. Essential Job Functions:**

- F. Maintain Internal Funds for school
- G. Schedule Parent-Teacher Conferences
- H. Process new materials and books
- I. Sort and disburse mail
- J. Prepare some bulletin Boards and showcases
- K. Type and contribute to newsletter
- L. Prepare staff/building reports and evaluations
- M. Perform functions of an office manager
- N. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

**JOB DESCRIPTION**

**I. Job Title:** Instruction - District Media/Technology Center Secretary

**II. Reports to:** District Media Coordinator

**III. General Description of Position:**

Responsible for coordinating and performing the clerical duties of the district media program

**IV. Work Year:** 188 days + 15 days

**V. Work Week:** 40 hours

**VI. Salary:** Class II

**VII. Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Excellent organizational skills
- G. Word processing and computer application aptitude
- H. High school diploma or equivalent (minimum)
- I. Basic bookkeeping aptitude
- J. Effective human relations skills, organizational skills, and job-specific skills
- K. Ability to exercise initiative and effectively work independently
- L. Ability to perform the responsibilities of the position

**VIII. Essential Job Functions:**

- A. Serve as secretary to the District Media Coordinator performing all clerical duties as assigned
- B. Apply established circulation and storage procedures to all media materials and equipment
- C. Prepare financial reports, bibliographies, lists and indexes as are necessary
- D. Maintain records of media acquisitions and circulation for inventory, maintenance and certification purposes
- E. Participate in and support training and in-service programs
- F. Maintain budget and all accounting procedures
- G. Maintain accounts payable and receivable

**Job Title: Instruction - District Media Center Secretary (continued)**

**VIII. Essential Job Functions:**

- H. Assist in inventory procedures as required in the media center
- I. Provide assistance to teachers, students, and other clients by answering basic media information questions, explaining procedures, and handling procedural concerns
- J. Locate materials in the media center for clients and verify information utilizing media center records
- K. Repair books and other materials
- L. Assist in instruction of elementary computer system and operation
- M. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

**JOB DESCRIPTION**

- I. Job Title:** Instruction - Secretary (Central Office)
- II. Reports to:** Department Administrator/Coordinator
- III. General Description of Position:**  
Responsible for central office clerical duties as assigned.
- IV. Work Year:**
- |                    |                                |
|--------------------|--------------------------------|
| 188 + 42 days      | (General Educational Services) |
| 188 + 15 days      | (General Educational Services) |
| 188 + 42 days      | (Special Education)            |
| 188 + 10 days      | (Special Education)            |
| 188 days + 10 days | (Substitute Systems)           |
| * 183 days         | (Auxiliary Substitute Systems) |
- V. Work Week:** 40 hours  
\* up to 40 hours
- VI. Salary:** Class II
- VII. Skill Requirements:**
- A. Excellent all-round secretarial skills
  - B. Typing with speed and accuracy (minimum 60 wpm)
  - C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
  - D. Ability to work with speed and accuracy in demanding situations
  - E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
  - F. Excellent organizational skills
  - G. Word processing and computer application aptitude
  - H. High school diploma or equivalent (minimum)
  - I. Basic bookkeeping aptitude
  - J. Effective human relations skills, organizational skills, and job-specific skills
  - K. Ability to exercise initiative and effectively work independently
  - L. Ability to perform the responsibilities of the position
- VIII. Essential Job Functions:**
- A. General Educational Services**
1. Perform office receptionist responsibilities as assigned.
  2. Perform required responsibilities, as assigned, for the Department of Instruction including the following:
    - a. Maintain records and process needed information relating to school improvement, ESC and Curriculum Committee Funds
    - b. Order appropriate testing and scoring services and ready for distribution

**Job Title: Instruction - Secretary (Central Office) continued****VIII. Essential Job Functions (continued):****A. General Educational Services**

- c. Coordinate scheduling for Outdoor Education, Safetyville, Family Life and other educational programs
- d. Coordinate schedule of school business days and related substitute coverage.
- e. Type psychologicals for District as assigned.
3. Serve as secretary to central office administrator(s)/manager(s) and/or coordinator(s) as assigned.
4. Be knowledgeable of central office instruction - clerical functions as necessary to perform basic responsibilities as needed.
5. Assist with maintenance of student enrollment records.
6. Assist in District program registration as assigned.

**B. Special Education**

1. Maintain central records pertaining to special education students, staff, and programs.
2. Coordinate inventories, requisition, ordering, and distribution of special education supplies and materials.
3. Perform office receptionist responsibilities as assigned.
4. Perform required responsibilities specific to assigned office area(s).
5. Serve as secretary to central office administrator(s) and/or manager(s) as assigned.
6. Be knowledgeable, as necessary, of all central office instruction - clerical responsibilities.
7. Assist in District program registration as assigned.

**C. Substitute Systems**

1. Perform substitute systems duties for instructional staff and building clerical staff.
2. Complete ISD monthly and annual reports on substitute instructional staff.
3. Perform required responsibilities specific to substitute systems assignment.
4. Be knowledgeable as necessary, of central office instruction - clerical responsibilities.
5. Assist in District program registration as assigned.

**D. Auxiliary Substitute Systems**

1. Perform substitute systems duties for instructional staff and building clerical staff.
2. Be knowledgeable as necessary, of central office instruction - clerical responsibilities.
3. Assist in District program registration as assigned.

**IX. Auxiliary Duties:**

Perform other related duties as assigned.

**Job Title: Woodside Secretary (continued)**

**VIII. Essential Job Functions:**

**A. Alternative High School**

7. Maintain accurate records and process information as required or requested for State reports, attendance, payroll, inventory, purchasing, etc.
8. Assist with substitutes
9. Maintain student records, student schedules, and pupil accounting records
10. Assist with graduation as needed
11. Order and return REMC materials
12. Assist in District program registration as assigned

**B. General Building Operations**

1. Serve as building contact person as directed by the program supervisors for each program housed at Woodside in order to provide general information and assistance to the public
2. Submit weekly employee absence report for building programs
3. Sort and distribute building mail
4. Maintain building usage calendar
5. Assist in District program registration as assigned

**IX. Auxiliary Job Functions:**

Perform other related duties as assigned

## JOB DESCRIPTION

- I. Job Title: Kids and Company Secretary**
- II. Reports to: Childcare Coordinator**
- III. General Description of Position:**  
Responsible for clerical functions relating to Kids and Company and for providing general information and assistance to the public and staff involved in other programs or services housed or provided at Woodside School or other Kids and Company site(s), if the program were relocated.
- IV. Work Year: 188 + 42 days**
- V. Work Week: 40 hours**
- VI. Salary: Class II**
- VII. Skill Requirements:**
- A. Excellent all-around secretarial skills.
  - B. Typing with speed and accuracy (minimum 60 wpm).
  - C. Ability to work with speed and accuracy in demanding situations.
  - D. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy.
  - E. Excellent organizational skills.
  - F. Proficiency in word processing and use of computer stations and compatible software utilized in the position.
  - G. High school diploma or equivalent (minimum).
  - H. Basic bookkeeping aptitude.
  - I. Effective human relations skills.
  - J. Ability to exercise initiative and effectively work independently.
  - K. Ability to follow written and oral instructions.
  - L. Ability to perform the responsibilities of the position.
- VIII. Essential Job Functions:**
- A. Serve as secretary for the Child Care Program and all staff assigned to the program.
  - B. Assist with preparation of schedules and programs.
  - C. Assist with preparation and distribution of promotional material.
  - D. Prepare information for registration.
  - E. Develop and conduct procedures for registering students for the program.
  - F. Perform proper accounting procedures necessary for the program.
  - G. Maintain accurate records and process information as required or requested for State reports, payroll, inventory, purchasing, etc.
  - H. Assist with substitutes.
  - I. Maintain pupil enrollment and accounting records.
  - J. Support the Alternative High School program by assisting the Woodside School Secretary in fulfilling essential job functions of that position.
- IX. Auxiliary Job Functions**  
Perform other related duties as assigned

**JOB DESCRIPTION**

**I. Job Title:** Facilities and Support Services - Secretary

**II. Reports to:** Manager of Support Services (as designated)

**III. General Description of Position:**

Responsible for clerical functions relating to assigned area(s) of Facilities and Support Services

<b>IV. Work Year:</b>	188 days + 42 days	Transportation
	188 days + 42 days	Transportation
	* 188 days + 24 days	Auxiliary Support
	188 days + 42 days	Health & Athletics (Primary responsibility)
	188 days + 19 days	Cafeteria (Primary responsibility)
	230 days	Switchboard

**V. Work Week:** 40 hours  
\* Up to 40 hours

**VI. Salary:** Class II

**VII. Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Word processing and computer application aptitude
- G. High school diploma or equivalent (minimum)
- H. Basic bookkeeping aptitude
- I. Effective human relations skills, organizational skills, and job-specific skills
- J. Ability to exercise initiative and effectively work independently
- K. Ability to perform the primary responsibilities of the position and ability to adjust individual work tasks to accomplish the work priorities of the department

**VIII. Essential Job Functions:**

- A. **Transportation**
  - 1. Perform clerical functions in transportation department
  - 2. Maintain files and records as well as perform bookkeeping and billing/payroll responsibilities
  - 3. Assist in District program registration as assigned
  - 4. Order supplies as necessary
  - 5. Enter and access computer files as assigned



**Job Title: Facilities and Support Services - Secretary (continued)**

**VIII. Essential Job Functions:**

**A. Transportation (continued)**

6. Maintain departmental calendars as assigned
7. Keep bus routes and map current; assist in route and bus stop assignments and changes involving drivers and students
8. Dispatch buses and assist in incidental situations involving drivers and students
9. Schedule and assign trips according to need and contract provisions
10. Account for drivers and busses at end of each school day

**B. Health, Athletics and Safety**

1. Perform clerical functions in the area of athletics, health, and safety
2. Maintain files and records as well as perform bookkeeping and billing/payroll responsibilities
3. Assist in District program registration as assigned
4. Maintain and update C-100s
5. Order supplies as necessary
6. Enter and access computer files as assigned
7. Maintain departmental calendars as assigned

**C. Cafeteria**

1. Perform clerical functions in the food services department
2. Verify and deposit all cafeteria monies as well as perform bookkeeping of such
3. Assist in District program registration as assigned
4. Maintain month-end inventory for all cafeteria
5. Prepare monthly State reimbursement reports
6. Assist in processing cafeteria invoices for payment
7. Process free and reduced price lunch applications and yearly verification of such
8. Order supplies as necessary
9. Enter and access computer files as assigned
10. Maintain departmental calendars as assigned

**D. \* Auxiliary Support**

1. Perform clerical functions for the department of Facilities and Support Services
2. Enter and access computer files as assigned
3. Assist in District program registration as assigned

\* 20 hour work week to be extended as needed and determined by administrator-in-charge (therefore, position can not be combined with any other position)

**E. Switchboard**

1. Perform required responsibilities specific to switchboard assignment.
2. Maintain phone repair services.
3. Be knowledgeable of central office instruction and personnel clerical functions as necessary to perform basic functions as needed.
4. Assist in District program registration as assigned.

**IX. Auxiliary Job Functions:**

Perform other related duties as assigned

JOB DESCRIPTION

- I. **Job Title:** Facilities and Support Services -  
Print Shop Secretary
- II. **Reports to:** Assistant Superintendent for Operations  
District Services Manager

**III. General Description of Position:**

Responsible for processing paper, utilizing computer capabilities to create items such as newsletters, flyers, brochures, certificates and graphs; responsible for performing necessary maintenance and repairs on all machines used in the duplicating department.

IV. **Work Year:** 230 days

V. **Work Week:** 40 hours

VII. **Salary:** Class Ia

**VIII. Skill Requirements:**

- A. Excellent all-round secretarial skills
- B. Typing with speed and accuracy (minimum 60 wpm)
- C. Proficiency in word processing and use of computer work stations and compatible software utilized in the position
- D. Ability to work with speed and accuracy in demanding situations
- E. Clerical proficiency as demonstrated by clerical test at or above the 50th percentile, in the following areas: math, English, clerical speed and accuracy
- F. Word processing and computer application aptitude
- G. High school diploma or equivalent (minimum)
- H. Basic bookkeeping aptitude
- I. Effective human relations skills, organizational skills, and job-specific skills
- J. Ability to exercise initiative and effectively work independently
- K. Ability to perform the primary responsibilities of the position and ability to adjust individual work tasks to accomplish the work priorities of the department

**VIII. Essential Job Functions:**

- A. Process duplicating requests as directed on form
- B. Operate various types of duplicating machines to reproduce handwritten or typewritten materials
- C. Maintain records showing quantity and type of paper used, type of work performed, and time spent on each order
- D. Order and inventory supplies
- E. Operate other machines such as paper cutter, folder, etc.
- F. Perform necessary maintenance and repairs on Xerox machines, cutter, folder, binder, etc.

**Job Title: Facilities and Support Services - Print Shop Secretary (continued)**

**VIII. Essential Job Functions:**

- G. Use office micro-computer to set up and layout district publications (Desktop Publishing)
- H. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

## JOB DESCRIPTION

- I. **Job Title:** Elementary/Secondary Media Paraprofessional
- II. **Reports to:** Principal and/or Media Coordinator as designated

III. **General Description of Position:**

Responsible for clerical and technical tasks relating to the media center; provides instruction in media center usage.

- IV. **Work Year:** 188 days (or number of District-scheduled teacher workdays in Appendix A of the L.E.A. Master Agreement)

- V. **Work Week:** Up to 40 hours

- VI. **Salary:** Class III

VII. **Skill Requirements:**

- A. High school diploma or the equivalent (minimum)
- B. Training and/or experience in supervising children in structured activities
- C. Demonstrated skills for positive interpersonal relationship with students, building staff, and supervisors
- D. Proficiency in use of computer work stations and compatible software utilized in the position
- E. Keyboard skills at a measurable proficiency of 35 wpm as measured by district instrument
- F. Ability to effectively instruct classroom groups in the presence of the teacher
- G. Ability to successfully complete initial and subsequent training sessions relating to the position
- H. Ability to work independently and creatively to implement the goals of the media program
- I. Effective human relations skills, organizational skills, and job-specific skills

VIII. **Essential Job Functions:**

- A. Perform routine handling of media center records and materials, including maintaining the card catalog and shelf list, performing circulation procedures, maintaining order of materials in the collection, and preparing materials for circulation
- B. Provide assistance to students, teachers, and other clients by answering basic media and technology information questions, explaining procedures, and handling procedural concerns
- C. Implement the district-wide elementary media instruction program with classes by addressing class groups, questioning students, demonstrating procedures, reading stories, showing media, and performing other related activities required by the program
- D. Locate materials in the media center for clients and verify information utilizing media center records

**Job Title: Elementary/Secondary Media Paraprofessional (continued)****VIII. Essential Job Functions:**

- E. Order items from district and regional media centers, check in, notify users, and return
- F. Send requests for materials and materials requested to other building media centers
- G. Oversee, troubleshoot, and assist students and teachers in use of audiovisual materials and equipment, including computers
- H. Assist in implementation of building level and district-wide media promotions and special school projects
- I. Create Bulletin Boards and other media relevant displays, with the assistance of the media specialist
- J. At the secondary level, repair books and other materials; at the elementary level, identify materials in need of repair and direct to the District Media Center
- K. Perform the yearly inventory of print and nonprint materials
- L. Assist if needed in ordering procedure for new or replacement materials
- M. Maintain financial records for the media center as needed and directed
- N. Maintain general orderliness of the media center
- O. Use computer and related technology for media center management
- P. Assist in implementing the district's Able Learner (G/T) program
- Q. Supervise students in areas such as hallways, cafeteria, bus lines, and settings relating to before and after school activities
- R. Assist in District program registration as assigned
- S. Support and facilitate instructional technology utilization in the building.
- T. Provide technical assistance for instructional software and hardware.
- U. Install software; copy to disc; know how to print and save work; access information from the Internet.

**IX. Auxiliary Duties:**

Perform other related duties as assigned

JOB DESCRIPTION

- I. **Job Title:** Instructional Paraprofessional
- II. **Reports to:** Principal or designee
- III. **General Description of Position:**  
Provides instructional, technical, clerical and supervisory support to staff and students.
- IV. **Work Year:** 30 - 188 days (or number of District-scheduled teacher workdays in Appendix A of the LEA *Master Agreement*)
- V. **Work Week:** Up to 40 hours
- VI. **Salary:** Class IV
- VII. **Skill Requirements: Instructional Paraprofessional and Title I Paraprofessional**
- A. Proficiency in use of computer work stations and compatible software utilized in the position
  - B. Demonstrated skills for positive interpersonal relationships with students, building staff, parents, and supervisor
  - C. Ability to instruct and aide students in a structured situation, including use of computers as directed by teacher
  - D. Ability to work independently, with minimal supervision and frequent interruptions
  - E. Ability to follow procedures accurately and completely
  - F. Ability to interact with special needs students
  - G. High school diploma or equivalent (minimum)
  - H. Ability to perform the responsibilities of the position
  - I. Ability to successfully complete initial and subsequent training sessions relating to the position.
- VIII. **Essential Job Functions:**
- A. **Instructional Paraprofessional (General, Special Education, and At-Risk)**
1. Provide assistance with group or individual academic instructional and supervision in the classroom and other school setting
  2. Provide assistance to teachers with instructional material planning
  3. Assist in preparation and adaptation of class materials
  4. Operate office equipment
  5. Assist teachers and students in the use of media equipment and computers
  6. Assist with the physical/health needs of special needs students (e.g. toileting, catheterizing, removal of braces, and maneuvering of wheelchairs)
  7. Supervise students in areas such as hallways, cafeteria, bus lines, and settings relating to before and after school activities
  8. Assist in District program registration as assigned

**VIII. Essential Job Functions:****B. Title I Paraprofessional**

1. Provide small group or individual reading instruction within the regular classroom or in other building settings for Title I eligible students
2. Assist in the evaluation and monitoring of reading progress for Title I eligible students
3. Participate in the implementation of the Title I program communication procedures with teachers and parents of Title I students
4. Have a general knowledge of operational guidelines and service delivery models allowable under Title I
5. Assist in the preparation and adaptation of materials to be used in teaching reading to eligible students
6. Assist Title I students in the use of media equipment, computers and related software packages
7. Complete a yearly inventory of materials/equipment purchased through Title I funds
8. Assist the Title I teacher in record keeping and other necessary management activities required by Title I
9. Assist, when possible, in the supervision of students during non-instructional times
10. Assist in District program registration as assigned

**IX. Auxiliary Duties:**

Perform other related duties as assigned

**JOB DESCRIPTION**

- I. Job Title:** Elementary/Junior High Building Paraprofessional
- II. Reports to:** Principal or Designated Person in Charge
- III. General Description of Position:**
- Responsible for instructional, technical, clerical and supervisory support to staff and students in the building.
- IV. Work Year:** 188 days (or number of District scheduled teacher work days in Appendix A of the L.E.A. Master Agreement)
- V. Work Week:** Up to 40 hours
- VI. Salary:** Class IV
- VII. Skill Requirements:**
- A. Clerical skills, especially typing and ability to operate standard office equipment
  - B. Proficiency in use of computer work stations and compatible software utilized in the position
  - C. Ability to exercise tact and discretion in relationships with students, faculty and parents
  - D. Ability to instruct and aide students in a structured situation, including use of computers
  - E. Ability to work independently or with minimal supervision
  - F. High school diploma or equivalent (minimum)
- VIII. Essential Job Functions:**
- A. Supervise students in areas such as hallways, cafeteria, bus lines, playground, and lockerrooms as well as settings relating to before and after school activities as directed by the building administration.
  - B. Collect money and tickets during lunch.
  - C. Provide assistance with group or individual academic instruction in the classroom.
  - D. Assist teachers with media use and instructional material planning for the classroom.
  - E. Assist teachers and students in the use of media equipment, including computers in their classroom.
  - F. Assist clerical staff as assigned.
  - G. Identify, sort and make minor repairs on materials not housed in the media center.
  - H. Assist in District program registration as assigned.
- IX. Auxiliary Job Functions:**
- Perform other related duties as assigned



APPENDIX C

Official Grievance Number \_\_\_\_\_

Name \_\_\_\_\_ Date filed \_\_\_\_\_

School \_\_\_\_\_ Date Grievance Occurred \_\_\_\_\_

Level Submitted \_\_\_\_\_ Individual Grievance \_\_\_\_\_

Association Grievance \_\_\_\_\_

Contract Citations:

Statement of Grievance:

Relief Sought (attach additional sheets where necessary):

\_\_\_\_\_  
**Signature of Grievant**

Signature indicating receipt of form

\_\_\_\_\_

\_\_\_\_\_  
Date

Submit all copies to principal or secretary. The principal or secretary will sign and date receipt.

Distribution:

- |        |                        |
|--------|------------------------|
| White  | Association Office     |
| Blue   | Principal              |
| Yellow | Human Resources Office |
| Pink   | Grievant               |

APPENDIX C

**OFFICIAL LAPEER SCHOOL DISTRICT GRIEVANCE DISPOSITION FORM**

TO: \_\_\_\_\_

Your grievance filed \_\_\_\_\_ and assigned number \_\_\_\_\_  
has been reviewed at Level \_\_\_\_\_ and a determination has been made as follows:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature-Indicating Receipt by Grievant \_\_\_\_\_ Date: \_\_\_\_\_

**Distribution:**

White	Association Office
Blue	Principal
Yellow	Human Resources Office
Pink	Grievant

**APPENDIX D**  
**LAPEER COMMUNITY SCHOOLS**  
**REQUEST FOR PERSONAL BUSINESS LEAVE**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day.

1. A request for personal business leave must be forwarded to the Human Resources Office for processing three (3) days in advance prior to the leave day(s). Prior requests are not required for emergencies, but the normal process would be to submit requests in advance.
2. **IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.**
3. All personal business leave requests should be on this form; however, the Absence Report Form must be completed following the absence and sent to the Business Office.
4. All requests must be processed through the building principal.
5. Processing of the personal business leave request does **NOT** indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of Personal Business Leave arrangements will be sent to the employee via school mail.
7. Personal Business Days requested the day before or the day after school holidays or vacation periods may require verification.
8. Personal Business Days may **not** be used for hunting or vacation (Master Agreement, Article XIX, H. 4.).

\*\*\*\*\*  
By signing below, the employee acknowledge that this leave is consistent with related contract provisions.

\_\_\_\_\_  
Employee's Name Date of Request

\_\_\_\_\_  
Building Assignment(s)/Position Date(s) of Absence - Indicate times if less than a full day

Explanation if #7 applies \_\_\_\_\_

**CHECK THE BOX BELOW IF THE LEAVE REQUEST IS PURSUANT TO ARTICLE XIX, H., 7. (APPLICABLE ONLY TO EMPLOYEES HIRED ON OR BEFORE JULY 1, 1986).**

YES

\_\_\_\_\_  
Signature

\*\*\*\*\*  
SUPERVISOR - Sign and indicate any staffing concerns prior to sending to the Human Resources Office.

\_\_\_\_\_  
Supervisor's Signature Date

\*\*\*\*\*  
Internal Administrative Office Action:     APPROVED                       NOT APPROVED

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

**Appendix E**  
**Medical Insurance Waiver Plan**

Article I	Preamble
	1.01 Establishment of Plan
	1.02 Purpose of Plan
Article II	Definitions
	2.01 Code
	2.02 Effective Date
	2.03 Employee
	2.04 Employer
	2.05 Participant
	2.06 Plan Year
Article III	Eligibility
Article IV	Amount of Benefits
	4.01 Medical Insurance Waiver Allowance
Article V	Eligibility for Benefits
	5.01 Election Provisions
	5.02 Termination of Benefits
Article VI	Plan Administration
	6.01 Allocation of Authority
	6.02 Provision for Third-Party Plan Service Providers
Article VII	Amendment or Termination of Plan
	7.01 Permanency
Article VIII	General Provisions
	8.01 No Employment Rights Conferred
	8.02 Payments to Beneficiary
	8.03 Nonalienation of Benefits
	8.04 Mental or Physical Incompetency
	8.05 Inability to Locate Payee
	8.06 Requirement of Proper Forms
	8.07 Source of Payments
	8.08 Tax Effects
	8.09 Multiple Functions
	8.10 Gender and Number
	8.11 Headings
	8.12 Applicable Laws
	8.13 Severability

**LAPEER COMMUNITY SCHOOLS  
MEDICAL INSURANCE WAIVER PLAN**

**ARTICLE I  
PREAMBLE**

This instrument made and published by the Lapeer Community Schools (hereinafter called "Employer") creates the Medical Insurance Waiver Plan as follows:

- 1.01 Establishment of Plan. The Employer named above hereby establishes a Medical Insurance Waiver Plan as of the effective date specified in Section 2.02 below.
- 1.02 Purpose of Plan. This Plan has been established to pay to the eligible and electing employees of the Employer the applicable amount in lieu of coverage under the medical insurance program of the Employer.

**ARTICLE II  
DEFINITIONS**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.02 "Effective Date" means February 1, 2001.
- 2.03 "Employee", for purposes of this Plan, shall be defined as any individual who:
- (a) is considered to be in an employer-employee relationship with the Employer for federal withholding tax purposes,
  - (b) is otherwise entitled to 100% employer-paid coverage under the medical insurance program of the Employer, and
  - (c) is represented by the Lapeer Educational Support Personnel Unit.
- 2.04 "Employer" means the Lapeer Community Schools.
- 2.05 "Participant" means any Employee who has met the eligibility requirements set forth in Article III.
- 2.06 "Plan Year" means the end of the Plan which begins on February 1, 2001 and ends on August 31, 2001 with respect to the first Plan Year and thereafter, as long as the Plan remains in effect, the period that begins on September 1st and ends on the following August 31st.

**ARTICLE III  
ELIGIBILITY**

- 3.01 Each Employee who satisfies the eligibility conditions for 100% employer-paid coverage under the Employer's medical insurance program, the provisions of which are specifically incorporated

herein, is eligible to participate in this Plan as of the Effective Date or such Employee's date of eligibility under the Employer's medical insurance program, if later.

#### **ARTICLE IV AMOUNTS OF BENEFITS**

- 4.01 A participant may elect out of participation in the employer's medical insurance program and receive instead a payment of an amount per month negotiated. This benefit shall be paid from the general assets of the Employer. This benefit shall be payable only for those months in which the Participant would otherwise be eligible for 100% Employer-paid coverage in the Employer's medical insurance program. The terms and conditions of the Medical Insurance Waiver Allowance Election Form are incorporated herein by reference.

#### **ARTICLE V ELECTION REQUIREMENTS AND TERMINATION PROVISIONS**

- 5.01 Election Provisions. In accordance with the terms of proposed Treasury Regulation 1.125-1, Q & A - 15, each Participant shall be considered to have elected medical insurance coverage under the terms of the Employer's medical insurance program for sequential coverage periods of one (1) month each until such time as the Participant elects in writing on the Medical Insurance Waiver Allowance Election Form to receive payments of cash in lieu of medical insurance coverage until the next open enrollment period permitted by the medical insurance carrier under the Employer's insurance program and for subsequent plan years unless the Participant elects coverage under the Employer's insurance program during an open enrollment period.
- 5.02 Termination of Benefits. Coverage under this Plan shall cease as of the first day a participant is no longer employed by the Employer or is otherwise no longer eligible for 100% Employer-paid medical insurance coverage under the Employer's medical insurance program.

#### **ARTICLE VI PLAN ADMINISTRATION**

- 6.01 Allocation of Authority. The Employer shall control and manage the operation and administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as the Employer may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
  - (b) To make and enforce such rules and regulations and prescribe the use of such forms as the Employer shall deem necessary for the efficiency administration of the Plan;
  - (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan in accordance with the provisions of the Plan;

- (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan, to inform the Employee, as appropriate, of the amount of such benefits and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
- (e) Provision for Third-Party Plan Service Providers. The Employer may employ the services of such persons as it may deem necessary or desirable in connection to operation of the Plan. The Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan) and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant (including Employees who are actuaries or accountants), consultant, third-party administration service provider, legal counsel or other specialist and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

## **ARTICLE VII**

### **AMENDMENT OR TERMINATION OF PLAN**

- 7.01 Permanency. The Employer reserves the right to amend or terminate the Plan subject to any collective bargaining obligations to the contrary.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

- 8.01 No Employment Rights Conferred. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.
- 8.02 Payments to Beneficiary. Any benefit payable under the Plan after the death of a Participant shall be paid to the party or estate designed in writing by the Participant on the latest enrollment form filed with the Employer. If there is doubt as to the right of any person to receive any amount, the Employer may retain such amount until the rights thereto are determined, without liability for any interest thereon, or it may pay such amount into any court of appropriate jurisdiction, in either of which events the Employer shall not be under any further liability to any person.
- 8.03 Nonalienation of Benefits. No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge encumbrance or charge and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Employer, and he may hold or apply the same or any part thereof to the benefit of any Dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

- 8.04 Mental or Physical Incompetency. If the Employer determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Employer.
- 8.05 Inability to Locate Payee. If the Employer is unable to make payments to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person, shall be forfeited seven (7) years after the date such payment first became due.
- 8.06 Requirement of Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Employer.
- 8.07 Source of Payments. The Employer shall be the sole source of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.
- 8.08 Tax Effects. The Employer makes no warranty or other representation as to whether or not any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes.
- 8.09 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 8.10 Gender and Number. Masculine pronouns include the feminine as well as the neuter gender and the singular shall include the plural, unless indicated otherwise by the context.
- 8.11 Headings. The article and section headings contained herein are for convenience of reference only and shall not be construed as defining or limiting the matter contained thereunder.
- 8.12 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of Michigan.
- 8.13 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement on the 16th day of January, 2001.

**LAPEER COMMUNITY SCHOOLS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_



**LAPEER COMMUNITY SCHOOLS MEDICAL INSURANCE  
WAIVER ALLOWANCE ELECTION FORM**

I hereby elect to receive the benefit described in the Lapeer Community Schools Medical Insurance Waiver Plan (Plan) instead of any medical insurance benefit to which I would otherwise be entitled by virtue of my employment by the Lapeer Community Schools. This election shall be effective February 1, 2001 and shall continue for succeeding plan years unless it is revoked according to the terms of the Plan.

I acknowledge that I received a copy of the Plan the day I signed this form.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Witness

**LETTER OF AGREEMENT**  
**AMERICANS WITH DISABILITIES ACT LANGUAGE**

The employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

1. Reasonable accommodation may include:
  - a. Accessibility of district facilities
  - b. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar action.
2. The employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
3. In determining whether a proposed accommodation is reasonable and not an undue hardship, the employer will look to the factors set forth in the ADA and 504 of the Vocational Rehabilitation Act.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

**RE: Program Support Employees**

The Program Support Employee (PSE) - Safety Net positions shall become Instructional Paraprofessional positions within the bargaining unit effective immediately. Current Safety Net employees shall remain in their current position with their seniority date being the date this Agreement was signed, as indicated below. Vacant positions shall be staffed pursuant to prevailing Master Agreement provisions. Positions shall be staffed year-to-year, consistent with the Instructional Paraprofessional positions.

Further, while future PSE positions will be in the bargaining unit, the four (4) PSE positions that are not in the bargaining unit shall remain non-bargaining unit positions. Those positions are: East High school - Building Management/Detention and In-School Suspension; West High School - Building Management/Detention and In-School Suspension.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
FAMILY AND MEDICAL LEAVE ACT**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 work weeks of leave during any fiscal year for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child;
4. The employee's own illness.

Said leave shall be unpaid following contractually appropriate utilization of all sick leave days and personal leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision. For employees seeking to return from FMLA leave within the last three (3) weeks of any semester, the following shall apply.

1. If the employee begins any category of FMLA leave (except personal sick leave) five or more weeks prior to the end of the semester, and the period of leave is at least three weeks, then the Board may require an employee seeking to return within the last three weeks to continue taking leave until the end of such semester.
2. If the employee begins any category of FMLA leave (except personal sick leave) less than five weeks before the end of the semester and the period of leave is greater than two weeks, then the Board may require an employee seeking to return within the last two weeks to continue taking leave until the end of such semester.
3. If the employee begins any category of FMLA leave (except personal sick leave) three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the Board may require the employee seeking to return to continue taking leave until the end of such semester.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
RE: MEDIA PARAPROFESSIONAL WORKYEAR**

Media paraprofessionals may work less than 188 days subject to the following:

1. Media paraprofessionals basic workweek is five days.
2. If the employee, principal, District, and Association agree, the media paraprofessionals hours may be consolidated into a four-day workweek for any specific year. Upon completion of each year the position will revert back to a five-day schedule. Total hours in a four-day workweek remain the same as a five-day workweek.
3. If a vacancy occurs during the year where a four-day week is in effect, it may be posted as a four-day week. In such event, the position will return to a five-day week position at the end of the year.

**LETTER OF AGREEMENT  
RE: RE-OPENING OF CONTRACT**

The parties agree that the contract shall be re-opened for the 2001-2002 school year to negotiate Article XIV – Compensation (including Appendix A), Article XVII – Insurance Employee Benefits, and Article XVIII, B – Compensation for Unused Sick Days. Said negotiations shall commence no later than one (1) week following District receipt of 2001-2002 medical insurance premium rates unless an alternate date is mutually determined.

