

Support Staff

GODFREY-LEE PUBLIC SCHOOLS

MASTER AGREEMENT

BETWEEN THE

GODFREY-LEE SCHOOL DISTRICT

AND

KENT COUNTY EDUCATION

ASSOCIATION

MEA - NEA

2017 - 2019

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PREAMBLE

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

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

WITNESSETH

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

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

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

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

ARTICLE I RECOGNITION

A. CERTIFICATION

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

B. THE UNIT

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

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

C. EXCLUDED FROM THE UNIT

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

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

D. NEW POSITIONS

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

E. MUTUAL CONSENT

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

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

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

A. AUTHORITY

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

1. Manage and control the school's business, the equipment, the operations and to direct the

working forces and affairs of the employer.

2. Make assignments and direct the work of all of its personnel as set forth in this Agreement, determine the number of shifts and hours of work and starting times and schedule all the foregoing.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein with input from the Association, if offered.
5. Adopt reasonable rules and regulations.
6. Determine their qualifications and the conditions of continued employment.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, and amount of supervision.

B. LIMITS ON BOARD RIGHTS

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

**ARTICLE III
ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS**

A. ACT 379 OF 1965

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

B. SCHOOL LAWS

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

C. USE OF BUILDINGS

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

D. CONDUCTING LOCAL ASSOCIATION BUSINESS

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

E. USE OF EQUIPMENT

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

F. BULLETIN BOARDS

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

G. INFORMATION

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

H. LOCAL ASSOCIATION INPUT

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

I. CITIZENSHIP

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

J. CIVIL RIGHTS

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

K. OTHER ORGANIZATIONS

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

L. BOARD MEETING AGENDA

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

M. FREEDOM OF INFORMATION ACT

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

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

**ARTICLE IV
WORK YEAR - WORK WEEK - WORK DAY**

A. WORK YEAR

1. School Year Bargaining Unit Members
The normal work year for school year bargaining unit members shall follow the school calendar.
2. Twelve Month Bargaining Unit Members
The normal work year for twelve-month (year round) bargaining unit members shall follow the twelve-month calendar.
3. Office Clerical Bargaining Unit Members
The normal work year for clerical (secretaries and office paraprofessionals) bargaining unit members shall begin three (3) weeks before the start of the student school year and end two (2) weeks after the end of the student school year. Office clerical bargaining unit members may not request additional time to complete assignments at the end of the year.

B. WORK DAY/WORK WEEK

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

2. Work Day
The work day for each classification is as follows:

Custodians/Maint	Eight (8) hours per day
Secretaries/Office para-professionals	Six (6) to eight (8) hours per day
Drivers	A.M., Noon and P.M. runs (hours may vary)
Paraprofessionals	Student day (hours may vary -more or less)

C. BREAKS

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

D. OVERTIME ROTATION

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

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

E. LUNCH/DINNER

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

F. CLOSINGS

School closings will be announced on radio, television, weather apps, and/or robo-call process to be announced by the Superintendent each September. One-hour notification shall be given to bargaining unit members.

All bargaining unit members will be paid and not required to work for school cancellations, unless requested by supervisors. If school is not canceled by one hour prior to school and bargaining unit members arrive at school, they will be paid a minimum additional two hours. If the State requires any canceled days to be made up, the bargaining unit members will work those days without pay for as many days as were paid and canceled. Any additional canceled days will be paid.

G. SPLIT SHIFT

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

H. CALL IN

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

I. ABSENCES/SUBSTITUTES

Bargaining unit members shall be informed of a telephone number they may call two (2) hours ahead to report unavailability for work. Once a bargaining unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

J. CALENDAR

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

K. PROFESSIONAL DEVELOPMENT DAYS

All members of the bargaining unit will be provided (4) one-half (1/2) day professional development sessions on days when professional development days are scheduled for teachers. Professional development sessions may be provided jointly with the teachers if the subject matter is appropriate to support staff, or may be scheduled independently. Possible topics for professional development are Bloodborne Pathogens Training, CPR/First Aid, Passive Restraint Techniques, School Safety Plan, and Software Training for clerical employees.

**ARTICLE V
WORKING CONDITIONS**

A. SUPERVISORS

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

B. MATERIALS

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

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

C. PROVISION OF SPACE

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

D. FACILITIES

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

E. TELEPHONE

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

F. VENDING MACHINES

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

G. PARKING

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

H. UNSAFE CONDITIONS

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

**ARTICLE VI
JOB DESCRIPTIONS**

Job descriptions shall be distributed to all current bargaining unit members when hired by the District. The descriptions will include at a minimum:

- (1) Job Title and Description
- (2) Minimum requirements
- (3) A specific statement of required tasks and responsibilities.
- (4) No job description shall require employees to perform job duties outside of their assigned job classification.

Current job descriptions will be reviewed with the bargaining unit whenever updates are made by the District.

**ARTICLE VII
VACANCIES, PROMOTIONS AND TRANSFERS**

A. VACANCY

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

B. POSTING

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

All vacancies shall be posted on the district's website for a period of ten (10) workdays. Said posting shall contain the following information:

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

Interested bargaining unit members may apply in writing to the Superintendent or designee, within the ten (10) day posting period. The Board shall notify interested bargaining unit members (provided they have supplied the Business Office with self-addressed, stamped envelopes) in writing of vacancies occurring during the summer months (June, July, August) by sending notice of same to the bargaining unit member by U.S. mail.

C. ASSIGNMENT

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

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

D. NOTIFICATION

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

E. TRIAL PERIOD

In the event of promotion in the classification or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) work day trial period in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Board's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

After successfully completing the 30 day trial period, the bargaining unit member shall remain in any new classification assignment until July 1st before being eligible to apply for another transfer unless such transfer was involuntary or a layoff and the previous job classification is reinstated within the one year period.

If, a bargaining unit member whose job is displaced requests more than one trial period, the matter will be deferred to a tri-party composed of the superintendent or designee, the GLSSA president or designee and a third party agreeable to both the District and the Association. If the majority opinion of the tri-party is that a second bump in this particular instance would be too hard on the district, it will not be allowed. If the tri-party majority feels it deprives the bargaining unit member of their rights and is too harsh, it would be allowed.

F. WAGE SCALE

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

G. INVOLUNTARY TRANSFER

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

H. TEMPORARY POSITIONS

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

I. REHIRING OF RETIRED BARGAINING UNIT MEMBERS

Retired bargaining unit members who are rehired into a bargaining unit position shall be subject to the following:

1. Seniority will begin as of the first day of rehire.
2. There will be no carryover of benefits, i.e. vacation, leave days, insurances, from prior employment. Any benefits will accrue from the time of rehire excluding those under Article XIX-Insurance Protection.
3. This article will not provide any benefits retroactively.

ARTICLE VIII LEAVE DAY POLICY

A. LEAVE DAYS – DEDUCTIBLE

Each full year bargaining unit member will be credited each year with fifteen (15) days of leave with pay. Each school year bargaining unit member will be credited each year with twelve (12) days, (prorated at their contracted workday), the unused portion of which shall accumulate from year to year without limitation.

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

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

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

B. USE OF DAYS

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

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

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

To attend funerals for other deaths, up to one (1) day may be used. Additional days may be granted at the discretion of the Superintendent.
4. Illness in the Family – The bargaining unit member may use leave days for caring of members of the immediate family. The immediate family is defined in Paragraph #3 above.
5. Medical Care or Nursing Care: The bargaining unit member may use up to four (4) days to make arrangements for medical or nursing care for a member of one's immediate family as defined in Paragraph #3 above.
6. Doctor's Appointments: The bargaining unit member may use leave days for doctor's appointments with prior permission of that bargaining unit member's immediate supervisor.
7. Personal Days: The bargaining unit member may use two (2) days per fiscal year for personal

business. These days may not be used consecutively.

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

C. LEAVE DAYS – NOT DEDUCTIBLE

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

1. Jury Duty

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

2. Court Appearances

When subpoenaed as a witness in school related activities.

3. Workers Compensation

A bargaining unit member who is absent due to an injury which is compensatory under Workers Compensation, may use his/her accumulated sick leave on a proportional basis to supplement the benefit received from Workers Compensation so that the amount of expendable income the bargaining unit member receives from Workers Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Workers Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member returns to work, whichever ever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Workers Compensation, so that the amount of the Workers Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Workers Compensation benefit provided by the statute. Board paid insurance will continue during a Worker's Compensation disability until earned sick leave is exhausted, plus 60 calendar days.

4. Military Service Physical Examination: Such time as required.

5. Administrative Requests: Attending any function when so requested by the administration.

6. Conferences: Expenses for attendance at conferences will be reimbursed. Permission to attend a conference is subject to the approval of the immediate supervisor and requests to attend these conferences are to be presented to the immediate supervisor at least four (4) days in advance of planned attendance.

D. LEAVE DAYS – RECORD

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

E. LEAVE DAYS – RELINQUISH

Any bargaining unit member, at their own discretion, may relinquish up to and including five (5) days to another bargaining unit member whose emergency accumulation is or will be depleted, but at no time is the number of transferred leave days to be more than the number of allowable days that said bargaining unit member has already accumulated for the current year.

F. ASSOCIATION LEAVE DAYS

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

G. ATTENDANCE INCENTIVE

Employees with ten (10) years of service and 75 days of accumulated leave shall annually receive \$250.00. Date of payment shall be by June 30th of each year. The eligibility for meeting the above requirements for payment of the annual stipend is the employee's first active workday in May.

**ARTICLE IX
EXTERNALLY FUNDED PROGRAMS**

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

**ARTICLE X
UNPAID LEAVE OF ABSENCE**

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

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

*Items 2, 3, 4 and 6 shall be granted the first year.

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

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

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

ARTICLE XI SUBCONTRACTING

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

ARTICLE XII BARGAINING UNIT MEMBER PROTECTION, EVALUATION AND PROGRESS

A. BARGAINING UNIT MEMBER EVALUATION

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

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

B. COMPLAINTS

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

C. FUNCTIONS

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

D. PERSONNEL FILE

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

1. All evaluation reports.

No material may be placed within the personnel file without allowing the bargaining unit member an opportunity within ten (10) days to file a response thereto, and said response shall become a part of said file.

E. SUBJECT TO GRIEVANCE

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

F. CONDUCTED OPENLY

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

G. PRE-OBSERVATION CONFERENCE

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

H. WRITTEN EVALUATION

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

I. EVALUATION

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

J. TERMINATION

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

K. HEARING

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

L. PROBATIONARY PERIOD

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

All permanent bargaining unit members, who voluntarily apply for and are accepted to a new classification, shall serve a 30 work-day tryout period in the new classification. During the 30 work day tryout period, the bargaining unit member may decide to return to his/her former position (which will be held open or filled with a substitute for 30 days) or the district may decide to return the

bargaining unit member to his/her former position. This action will not be grievable.

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

M. REPRESENTATION

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

N. DISCIPLINE/JUST CAUSE

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

O. EVALUATION MODEL AND FORMS

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

**ARTICLE XIII
HOLIDAYS**

A. FULL YEAR AND OFFICE CLERICAL BARGAINING UNIT MEMBERS

Full year and Office Clerical bargaining unit members will be eligible for the following holidays:

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

B. SCHOOL YEAR BARGAINING UNIT MEMBERS

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

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

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

C. RESTRICTIONS

To receive holiday pay, the bargaining unit member must work the last assigned workday before and after the holiday unless off due to a medical condition or illness. Written medical verification shall be required for either to receive holiday pay. If the holiday falls on a Saturday, then the proceeding Friday shall be the holiday. If the holiday falls on a Sunday, then the Monday following shall be the holiday.

D. MISCELLANEOUS PROVISIONS

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

**ARTICLE XIV
TRANSFERABLE EXPERIENCE**

A. OUTSIDE EXPERIENCE

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

B. GODFREY-LEE EXPERIENCE

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

**ARTICLE XV
WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT**

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

**ARTICLE XVI
LAYOFF AND RECALL**

A. LAYOFF-RECALL

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

1. Prior to any necessary reduction of bargaining unit members, the Association president and the superintendent or their assignees, will meet to review the contract and plan for implementation of the layoff procedure.
2. The Board will consider the application of any bargaining unit member who voluntarily requests to be placed on layoff status.
3. If reduction is still necessary, the probationary bargaining unit member with the least seniority (see Section B below) with the Board will be laid off first, provided there is a fully qualified bargaining unit member to replace and perform all the needed duties of the laid off and/or existing positions. (Seniority is district wide, not classification wide.) The Board is not required to keep any employee in a position for which he/she is not qualified.
4. If reduction is still necessary, the procedure outlined in paragraph 3 above will be repeated until sufficient reduction is reached.

5. If reduction is still necessary, the procedure outlined in paragraphs 2 and 3 above will be repeated with non-probationary bargaining unit members until sufficient reduction is reached.
6. It is understood that displaced bargaining unit members may exercise their seniority rights by bumping the last senior bargaining unit member with a comparable job which they are qualified to perform.

B. SENIORITY

1. All GLSSA bargaining unit members stated in the recognition clause will accrue and accumulate seniority from the original date of hire unless otherwise provided for by law.
2. Ties in seniority shall be broken by a drawing. This drawing will set the order of seniority for bargaining unit members involved until their termination, resignation, or retirement.
3. Seniority shall be lost by a bargaining unit member:
 - a. Upon termination, resignation or retirement,
 - b. If discharged permanently for proper cause after receiving due process
 - c. If absent for three (3) consecutive days without notifying the building principal, unless satisfactory reason is provided.

C. QUALIFIED

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

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

D. WAGES AND BENEFITS

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

E. ADDRESS

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

F. RECALL

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

G. REPORTING DATE

Any bargaining unit member who is recalled and does not make himself or herself available for

employment within fifteen (15) working days of certified mailing of notice, or on a later date mutually agreed upon by the Board and the bargaining unit member, shall be considered and treated as a voluntary termination of employment from the Board by the bargaining unit member.

H. CONTINUOUS LAYOFF

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

I. NOTICE

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

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

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

ARTICLE XVII COMPENSATION

A. BASIC COMPENSATION

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

B. OVERTIME

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

C. PAYDAY

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

D. TRAVEL

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

E. CALENDAR

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

F. EXTRA CURRICULAR

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

G. TRANSPORTATION CONDITIONS

1. Each driver will be allotted one twenty (20) minute period per day for required bus inspection, fueling and check. An additional ten (10) minutes will be allotted for required bus checks for each extra trip.
2. A meal reimbursement will be provided for trips over four (4) hours. A receipt is required. (\$7.00 meal reimbursement if trip involves lunch or dinner hour; and \$14.00 if trip involves both the lunch and dinner hour.) Reimbursement requests shall not be submitted for trips in which the restaurant or other dining facility provides a free meal for the bus driver.
3. One winter jacket and one summer jacket with school district identification will be provided to each full-time bus driver biannually. One extra set for subs-extra large.

H. UNIFORMS

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

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

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

Maintenance and grounds workers will be reimbursed annually for the purchase of all-weather boots not to exceed \$120 per year.

I. DIRECT DEPOSIT

Direct deposits will be made available to any bank or credit union. A copy of the paycheck stub will be available electronically through the District's website. If an employee does not have a bank account, a payroll card, or a printed paycheck will be provided by the District at the District's expense as required by law.

ARTICLE XVIII STUDENT DISCIPLINE AND BARGAINING UNIT MEMBER PROTECTION

A. RESPONSIBILITY

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

respect to such pupil.

B. ADMINISTRATION OF MEDICATION

For those medications that need to be administered in school, there shall be a written school policy, developed by representatives of the Board, Association, and parents that set the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. The policy shall include a definition of medications and corresponding administrative procedures, i.e., orally, by inhaler or injection, in drop form or applied to the skin. The policy shall specify who "does what" (i.e., transporting medication from home to school, etc.) and shall provide paid in-service training for staff who will be administering medications. Written permission from the parents and the physician, as well as written instructions for the administration of the medication, must be submitted prior to the administration of any medication to any student. No bargaining unit member shall administer any medication to a student without an adult witness present.

C. ASSAULT

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

D. LEGAL COUNSEL

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

E. TIME LOST

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

F. LOSS OF PERSONAL PROPERTY

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

G. COMPLAINTS FROM PARENTS

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

H. EXPULSION

Corporal punishment, expulsion and suspension procedures will follow the adopted Board Policies and the School Code. Bargaining unit members will receive copies of the Board policies, rules and

regulations.

ARTICLE XIX INSURANCE PROTECTION

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

A. OPTIONS

Each full-time* bargaining unit member may elect insurance coverage according to one of the options as defined below:

1. Plan A:

- MESSA Choices II health Insurance \$200/\$400 deductible, w/\$10/\$20 Rx and \$10 office visit, MESSA ABC Plan 1, or MESSA ABC Plan 1+ 10% Co-Insurance.
- Long Term Disability Insurance at 66 & 2/3% with ninety (90) day waiting period (modified fill) - \$4,000 Maximum
- Delta Dental Plan, 100/100/90/80 with suffix coordination 50/50/50/50, \$2,000 annual max, \$1,500 with Adult Orthodontic.
- Life Insurance of \$45,000 – AD&D
- Vision Care Plan VSP III

2. Plan B:

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

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

B. BUS DRIVERS

For those bus drivers (bargaining unit members) who work an average of 140 hours per month during the school year (excluding Winter and Spring break periods) while school is in session, will qualify for insurance. If the monthly average falls below 140 hours, the bargaining unit member will have a prorated amount deducted from his/her next regular paycheck. If the monthly average falls below 140 hours for three months, then the insurance premium will become the full obligation of the bargaining unit member.

C. PURCHASE OF INSURANCE

Any bargaining unit member working less than 35 hours per week may purchase any of the options listed in Plan A, Article XIX for health insurance by payroll deduction.

D. PAYMENT OF PREMIUM

The Board shall make payment of insurance premiums for each bargaining unit member to provide insurance coverage for the full twelve month period commencing on September 1 and ending August 31 when necessary. Premiums in behalf of the bargaining unit member shall be made retroactively or prospectively to insure uninterrupted participation and coverage.

Beginning July 1 of each year the amount of premium paid by the District for health insurance only will be the maximum payment permitted by Section 3 PA 152 of 2011 (Publically Funded Health

Insurance Contribution Act). For the duration of this contract, there will be no premium contribution by members for benefits other than health insurance.

E. PARAPROFESSIONALS

1. Paraprofessionals currently working thirty (30) or more hours, but less than thirty-five (35) hours per week shall receive the Board-paid Plan B benefits above with the exception of the monthly cash option. Premium sharing will be as described in section D. above. Said paraprofessionals shall also receive the \$1,000 non-previously reimbursed expense benefit in paragraph #2 below.

2. All bargaining unit members hired as paraprofessionals who are scheduled to work twenty (20) hours or more, but less than thirty-five (35) hours and who are not enrolled in Plan A for medical insurance coverage shall receive \$1,000.00 (less appropriate taxes, MPSERS contributions, or previously reimbursed expenses). The \$1,000.00 payment will be prorated based upon the number of months an employee worked during the school year. Each bargaining unit paraprofessional shall receive the equivalent of 1/10th of \$1,000.00 (or \$100.00) for every month worked up to 10 months during the school year beginning September through June. If an employee commenced employment with the Godfrey-Lee Public Schools during the middle of the month, said employee will receive \$50.00 for the month in question provided the date of hire was after the 15th day of the month and \$100.00 for every month thereafter up to 10 months. All bargaining unit paraprofessionals identified above will receive the \$1,000.00 (less taxes, MPSERS contributions or previously reimbursed expenses) in two payments once in January and again in June of each school year.

**ARTICLE XX
VACATIONS**

LENGTH OF SERVICE:			
SENIORITY	FULL YEAR	OFFICE CLERICAL	SCHOOL YEAR
	52 WEEKS	41-44 WEEKS	32-40 WEEKS
Less than one year	NONE	NONE	NONE
One year but less than two years	5 days	4 days	4 days
Two years but less than nine years	10 days	9 days	8 days
Nine years but less than 13 years	15 days	14 days	12 days
13 years and over	20 days	18 days	16 days

Secretaries and office para-professional bargaining unit members working 30 or more hours per week will earn vacation under the Office Clerical column.

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

New or rehired school year or office clerical employees (Non-52 week) hired on or after July 1, 2013 shall not earn vacation.

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

Any bargaining unit member wishing to take a vacation must fill out a vacation request form at least four (4) days prior to the vacation time desired and it must be approved by his/her immediate supervisor and the building principal.

ARTICLE XXI GRIEVANCE PROCEDURE

A. AGENT

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

B. THE PROCEDURE GOVERNING GRIEVANCES

1. Definitions:

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

2. Purpose:

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

3. Structure:

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

4. Procedure:

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

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

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

a. Level One - Oral - Immediate Supervisor:

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

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

b. Level Two - Written - Immediate Supervisor:

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

The written grievance must include:

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

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

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

c. Level Three - Superintendent:

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

d. Level Four - Board:

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

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

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

e. Level Five - Arbitration:

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

C. CLASS OR GROUP GRIEVANCES

1. Definition:

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

2. Structure:

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

3. Procedure:

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

a. Level One - Oral - Superintendent

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

The oral discussion must include:

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

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

b. Level Two - Written - Superintendent

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

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

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

c. Level Three - Board

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

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

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

d. Level Four - Arbitration

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

D. AUTHORITY

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

E. OTHER REMEDIES

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

F. TIME LIMITS

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

G. MAY 1

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

H. MISCELLANEOUS

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

**ARTICLE XXII
NEGOTIATION PROCEDURE**

A. DISCUSSIONS

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

B. SALARY SCHEDULES

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

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the bargaining unit members and by a majority of the Board, but the parties mutually pledge that representatives selected by each

shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

A. FULL AGREEMENT

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

B. BOARD POLICY

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

C. CONTRARY TO LAW

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

D. BOARD MINUTES

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

E. AGREEMENT COPIES

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

ARTICLE XXIV RETIREMENT/SEVERANCE

A. YEARS OF SERVICE

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


B. SICK LEAVE PAYOUT

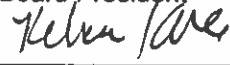
Upon retirement, the bargaining unit member will be granted fifteen dollars (\$15) per accumulated sick day up to 200 days.

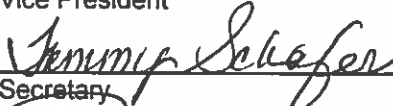
**ARTICLE XXV
DURATION OF CONTRACT**


This agreement shall be effective as of July 1, 2017 and shall continue in effect until the 30th day of June, 2019. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. All items herein considered and agreed upon shall be effective for the duration of this agreement. No other items shall be negotiated except by mutual agreement by the Board of Education and the Association. Officially designated personnel for the Board of Education and the Association have affixed their signatures hereto:

GODFREY-LEE PUBLIC SCHOOLS
BOARD OF EDUCATION



Board President

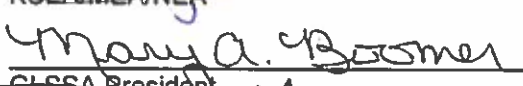

Vice President

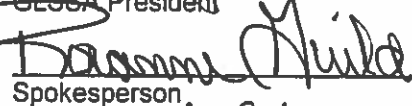

Secretary

 Supt.
Spokesperson

KENT COUNTY EDUCATION ASSOCIATION
GODFREY-LEE SUPPORT STAFF ASSOCIATION


KCEA/MEA/NEA


GLSSA President


Spokesperson


Spokesperson


Spokesperson

Signed this day: June 19, 2017

**APPENDIX A
SUPPORT STAFF SALARY SCHEDULES**

2017-18 Support Staff Salary Schedule					
Step	Secretary	Custodial	Parapro	Maintenance	Grnds/Trnspt
1	13.58	13.29	11.36	16.69	15.92
2	14.54	14.21	12.11	17.47	16.33
3	15.48	15.34	12.86	18.25	16.95
4	16.35	16.42	13.57	19.04	17.64
5	17.02	17.19	14.18	19.77	18.28
6	17.47	17.61	14.63	20.30	18.73
7-8	17.61	17.77	14.79	20.47	18.88
9	17.77	17.91	14.95	20.66	19.03
10	18.06	18.21	15.24	21.02	19.31
11-13	18.20	18.37	15.38	21.20	19.46
14	18.36	18.51	15.54	21.39	19.61
15	18.65	18.79	15.83	21.75	19.89
16-18	18.79	18.95	15.97	21.94	20.04
19	18.95	19.10	16.14	22.08	20.19
20+	19.41	19.57	16.62	22.53	20.67
Bus driver field trip rate					12.01

2018-19 Support Staff Salary Schedule					
Step	Secretary	Custodial	Parapro	Maintenance	Grnds/Trnspt
1	13.82	13.52	11.55	16.98	16.20
2	14.79	14.46	12.32	17.78	16.62
3	15.75	15.61	13.09	18.57	17.25
4	16.64	16.71	13.81	19.37	17.95
5	17.32	17.49	14.43	20.12	18.60
6	17.78	17.92	14.89	20.65	19.06
7-8	17.92	18.08	15.05	20.83	19.22
9	18.08	18.22	15.21	21.02	19.36
10	18.38	18.53	15.51	21.39	19.65
11-13	18.52	18.69	15.65	21.58	19.81
14	18.68	18.83	15.81	21.76	19.95
15	18.98	19.12	16.11	22.13	20.24
16-18	19.12	19.28	16.25	22.32	20.40
19	19.28	19.43	16.42	22.47	20.54
20+	19.75	19.91	16.91	22.92	21.03
Bus driver field trip rate					12.22

Members will receive steps and a 1.75% increase on the salary schedule for each of the next two years (2017-18 and 2018-19)

APPENDIX A - CALENDAR 2017-2018

July 2017							January 2018									Aug 15- New teacher orientation, 8-3				
S	M	T	W	T	F	S	T	S	S	M	T	W	T	F	S	T	S			
						1				1	2	3	4	5	6	0	0		Aug 14-15 - 1 Flex elem teacher workday	
2	3	4	5	6	7	8			7	8	9	10	11	12	13	5	5		Aug 16- All staff district/bldg mtgs	
9	10	11	12	13	14	15			14	15	16	17	18	19	20	5	4		Aug 17-18 - 1 Flex sec teacher workday	
16	17	18	19	20	21	22			21	22	23	24	25	26	27	5	5		Aug 21- Students first day	
23	24	25	26	27	28	29			28	29	30	31				3	3		Aug 25- No school	
30	31														Mo	18	17		Sept 1- No school	
															Cum	104	101		Sept 4- Labor Day – No School	
August 2017							February 2018									Sept 15- Early release				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	T	S					
		1	2	3	4	5					1	2	3	2	2				Sept 29- Early release	
6	7	8	9	10	11	12		4	5	6	7	8	9	10	5	5				Oct 3- Secondary P/T conferences
13	14	15	16	17	18	19	2	0	11	12	13	14	15	16	17	5	5		Oct 5- Secondary P/T conferences	
20	21	22	23	24	25	26	4	4	18	19	20	21	22	23	24	4	4		Oct 6- Half day (students & staff)	
27	28	29	30	31			4	4	25	26	27	28				3	3		Oct 13- Early release	
					Mo	10	8							Mo	19	19		Oct 27- Early release		
														Cum	123	120		Oct 31- Half day (students & staff)		
September 2017							March 2018									Nov 10- Early release				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	T	S					
					1	2	0	0				1	2	3	2	2				Nov 14- Elementary P/T conferences
3	4	5	6	7	8	9	4	4	4	5	6	7	8	9	10	5	5		Nov 16- Elementary P/T conferences	
10	11	12	13	14	15	16	5	5	11	12	13	14	15	16	17	5	5		Nov 16- Half day students, full day staff	
17	18	19	20	21	22	23	5	5	18	19	20	21	22	23	24	5	5		Nov 17- Half day students, full day staff	
24	25	26	27	28	29	30	5	5	25	26	27	28	29	30	31	4	4		Nov 20- 2 nd Trimester begins	
					Mo	19	19							Mo	21	21		Nov 22-24- Thanksgiving break		
						Cum	29	27						Cum	144	141				
October 2017							April 2018									Dec 8- Early release				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	T	S					
						1													Dec 22- Half day (students & staff)	
1	2	3	4	5	6	7	5	5	1	2	3	4	5	6	7	0	0		Jan 15- MLK – No students (PD Rebel U)	
8	9	10	11	12	13	14	5	5	8	9	10	11	12	13	14	5	5		Jan 19- Early release	
15	16	17	18	19	20	21	5	5	15	16	17	18	19	20	21	5	5		Jan 23- Secondary P/T conferences	
22	23	24	25	26	27	28	5	5	22	23	24	25	26	27	28	5	5		Jan 25- Secondary P/T conferences	
29	30	31					2	2	29	30						1	1		Jan 26- Half day (students & staff)	
					Mo	22	22								Mo	16	16			
						Cum	51	49								Cum	160	157		Feb 2- Early release
November 2017							May 2018									Feb 16- Half day (students & staff)				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	T	S					
			1	2	3	4	3	3				1	2	3	4	5	4	4		Feb 19- Mid-Winter Break – No school
5	6	7	8	9	10	11	5	5	6	7	8	9	10	11	12	5	5		Feb 27- Elementary P/T conferences	
12	13	14	15	16	17	18	5	5	13	14	15	16	17	18	19	5	5		Mar 1- Elementary P/T conferences	
19	20	21	22	23	24	25	2	2	20	21	22	23	24	25	26	5	5		Mar 1- Half day students, full day staff	
26	27	28	29	30			4	4	27	28	29	30	31		3	3		Mar 2- Half day students, full day staff		
					Mo	19	19								Mo	22	22		Mar 5- 3 rd Trimester begins	
						Cum	70	68								Cum	182	179		Mar 16- Early release
December 2017							June 2018									Mar 30- No school				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	T	S					
					1	2	1	1					1	2	1	1				Apr 2-6- Spring break
3	4	5	6	7	8	9	5	5	3	4	5	6	7	8	9				Apr 13- Early release	
10	11	12	13	14	15	16	5	5	10	11	12	13	14	15	16				Apr 27- Early release	
17	18	19	20	21	22	23	5	5	17	18	19	20	21	22	23				May 11- Early release	
24	25	26	27	28	29	30	0	0	24	25	26	27	28	29	30				May 25- Half day (students & staff)	
31																Mo	1	1		May 28- Memorial Day - No school
						Cum	86	84								Cum	183	180		May 31- Half day students, full day staff
							Instructional hours:							PD hours:		June 1- Half day students, full day staff				
Early Release							No-School							156 days @ 6.5 hours		ERF - 24 hours				
Half Days							Teacher PD							12 days @ 3.5 hours		MLK RebelU - 6 hrs				
							Exams - 1/2 Dy							12 days @ 4.5 hours = 1,110		Total - 30 hrs				

Elementary P/T conferences: 11/14 and 2/27 from 12:30pm to 3pm and 5pm to 7pm; 11/16 and 3/1 from 3:30pm to 5:30pm

Half days will be for both staff and students on the following days: 10/6, 10/31, 12/22, 1/26, 2/16, 5/25

ERF afternoon sessions will be focused on professional learning needs based on collaborative decision-making by staff and administration utilizing human-centered design processes with administrators.

This calendar is to be considered experimental and the reduction of on-site teacher duty days is not binding on future contracts without a new bargaining agreement.

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

Name of Grievant _____ Building(s) _____

Assignment _____ Date Cause of Grievance Occurred ___/___/___

LEVEL I – ORAL GRIEVANCE

Date of Level I Oral Discussion ___/___/___ Persons Present at Level I Meeting _____

LEVEL II – WRITTEN GRIEVANCE

Date of Level II Meeting ___/___/___ Persons Present at Level II Meeting _____

Statement of Grievance _____

Contract Sections Violated _____

Relief Sought _____

Signature of Grievant or Agent _____ Date ___/___/___

Date Principal or Administrator Received Level II Grievance ___/___/___

Disposition by Principal or Administrator _____

Principal Signature _____ Date ___/___/___

Position of Grievant and/or Association _____

Signature _____ Date ___/___/___

LEVEL III - SUPERINTENDENT

Date Received by Superintendent ___/___/___

Disposition of Superintendent _____

Signature _____ Date of Response ___/___/___

Position of Grievant and/or Association _____

Signature _____ Date ___/___/___

LEVEL IV – BOARD OF EDUCATION

Date Received by Superintendent for the Board of Education ___/___/___

Date of the Next Regularly Scheduled Board Meeting ___/___/___

Disposition by Board of Education _____

Signature _____ Date ___/___/___

Position of Grievant and/or Association _____

Signature _____ Date ___/___/___

LEVEL V – ARBITRATION

Date Submitted for Arbitration ___/___/___ Signature _____

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

Name of Group or Class _____

Building(s) _____ Date Cause of Grievance Occurred ___/___/___

LEVEL I – ORAL – SUPERINTENDENT

Date of Level I Oral Discussion ___/___/___ Persons Present at Level I Meeting _____

LEVEL II – WRITTEN – SUPERINTENDENT

Statement of Grievance _____

Contract Sections Violated _____

Relief Sought _____

Signature of Association President or Grievance Chairperson _____

Date ___/___/___

Date Superintendent Received Level II Grievance ___/___/___

Disposition by Superintendent _____

Signature _____ Date ___/___/___

LEVEL III – BOARD OF EDUCATION

Date Received by Superintendent for the Board of Education ___/___/___

Date of the Next Regularly Scheduled Board Meeting ___/___/___

Disposition by Board of Education _____

Signature _____ Date ___/___/___

Position of Association _____

Signature of Association President or Grievance Chairperson _____

Date ___/___/___

LEVEL IV – ARBITRATION

Date Submitted for Arbitration ___/___/___ Signature _____