

MASTER AGREEMENT

between the

RIVERVIEW BOARD OF EDUCATION

and the

PARAPROFESSIONAL ASSOCIATION

September 1, 2011

through

June 30, 2014

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ARTICLE I – RECOGNITION

The Employer recognizes the Paraprofessional Association as the exclusive representative for the Title I, HealthCare/Instructional, Library, Special Education, Title VIB, and Vocational Education Paraprofessionals for the purpose of negotiating wages, benefits, and certain working conditions of employment. It is recognized that administration may need to add paraprofessional positions from time to time and administration may not know for sure whether the position(s) will be continued on an ongoing basis. In these instances, the Paraprofessional Association leadership will be informed and administration will fill the position with a non-Paraprofessional Association employee. At some future point, if it is determined the position is going to be ongoing and it is similar to existing recognized Paraprofessional Association positions, it will become a recognized position and the individual holding the position will become a member of the Paraprofessional Association.

ARTICLE II - PROBATION/SENIORITY

Section 1 Probation

Individuals hired as Paraprofessionals shall be considered on probation for a period of one (1) year from their date of hire, assuming they work the equivalent of an entire normal work year. If their initial work year and/or subsequent work years are interrupted, the employee must accumulate probationary work time until the equivalent of their full normal work year has been completed. Seniority will accrue during the probationary period.

Section 2 Seniority

A. Seniority is defined as cumulative service credit (months of service) as a Paraprofessional. The accumulation of seniority shall begin at date of hire by the Board of Education and shall accrue only during active employment and compensated absences. In the event more than one (1) Paraprofessional is hired at the same time, seniority shall be determined by the last four digits of the social security numbers, with the lowest number being given the higher seniority ranking.

B. Effective July 1, 1991, Paraprofessional employees scheduled to work in excess of twenty (20) hours per week shall have service credit accrue on the basis of one (1) month's credit for each month the employee works a minimum of five (5) scheduled days. Those who are scheduled to work twenty (20) hours or less per week shall have service credit accrue on the basis of one half (1/2) month's credit for each month the employee works a minimum of five (5) scheduled days.

C. A district-wide seniority list shall be maintained and updated at the beginning of each school year or prior to a reduction in force. The list shall be made available to each Paraprofessional annually. Paraprofessionals on leave shall remain on the seniority list but not accumulate seniority unless specified elsewhere in this agreement. An updated seniority list is set forth in Appendix A.

D. In the event a Paraprofessional is off for a period of time up to one (1) year, his/her replacement will be considered a substitute and will not begin to earn seniority within the group until such time as he/she is employed as a regular Paraprofessional by the Riverview Schools. The returning Paraprofessional shall give two (2) week advance notice of returning and has the option of returning to her last position if it exists.

E. Any individual working in a substitute Paraprofessional capacity and who is subsequently employed as a regular Paraprofessional in a recognized position of the unit, the individual shall commence earning seniority upon being employed as a regular Paraprofessional and will not earn any seniority as a substitute Paraprofessional. An individual employed as a regular Paraprofessional in a non-recognized position as outlined in Article I will be granted seniority for time worked in the non-recognized position upon having the position become a recognized position. The individual will continue to hold the position until such time as there are layoffs, etc., which would initiate the necessity of bidding.

ARTICLE III - REASONABLE ASSURANCE

All Paraprofessional Association members recognize they have received "Reasonable Assurance" of continued employment by virtue of being covered by the Paraprofessional Association Agreement unless they have received a written notice to the contrary signed by a central office administrator and authorized by the Board of Education.

ARTICLE IV - LAYOFF/RECALL

Section 1 Layoff

A. The word "layoff" means a reduction in the workforce as determined by the Board of Education. Layoffs, as applied here, shall not mean the normal and routine cessation of Paraprofessional services during non-school days and school vacations.

B. In the event a staff reduction becomes necessary, job bumping shall be limited to positions held by the least senior employees.

1. The number of available positions shall be twice the number of positions being eliminated. Hence, in the situation where five (5) bargaining unit positions are eliminated, the positions eligible for the exercise of bumping rights would be ten (10), [two (2) times the number of eliminated positions (5) equals (10)], positions held by the ten (10) least senior bargaining unit members. The number of positions available for bumping will be determined excluding the positions being eliminated.

2. Bargaining unit members displaced by the elimination of their position shall be permitted to exercise their bumping rights in descending order of seniority, with the most senior exercising the bumping rights first, then the second most senior and so on.

3. For purposes of the exercise of bumping rights, a five hour position will be deemed to be a position where the regular hours of work range from 5.0 to 5.9 hours; a four hour position shall be deemed to be a position for which the regular hours of work range from 4.0 to 4.9 hours and so forth.

4. In the exercise of bumping rights, a displaced employee shall be permitted to bump in any of the available positions as determined in accordance with the provisions of paragraph 1 above, so long as the position is in the same hour category, or less hours, as the employee's former position. Accordingly, if an employee worked a regular work day of five (5) hours per day prior to the elimination of his/her position, the individual will be permitted to bump a less senior employee holding an available position with a regular work day of 5.9 to 0 hours per day. Such employee could not bump to a position where regular work day was determined to be six (6) hours or more. An employee regularly working four (4) hours per day prior to the elimination of his/her position could bump to an available position with a regular work day of 4.9 hours to 0 hours per day.

5. The process would continue with each senior employee until there are no further bumps available, with the remaining displaced employees being laid off.

C. To be eligible to bump into a position, a seniority employee participating in the bumping process must possess the qualifications required of the position which he/she selects, must continue to possess such qualifications while employed in the selected position, and must have scored above the minimally effective level on their previous annual evaluation.

D. A two (2) week notice shall be given to an employee before a layoff takes effect.

E. Laid off Paraprofessionals shall have priority on the Paraprofessional substitute list.

Section 2 Recall

A. If the work force is subsequently increased, laid off Paraprofessionals shall be recalled in the reverse order of layoff to available positions, provided they have the ability and qualifications to perform jobs. Notice of recall shall be sent, in writing, to the Paraprofessional's last known address, by certified mail. Within seventy-two (72) hours after receipt of the recall notice, the Paraprofessional shall notify the employer in writing of his/her intent to return to work and, within five (5) days after receipt of their call notice, the Paraprofessional shall return to work. If the Paraprofessional is employed and required to give notice to that employer, the Paraprofessional shall notify the District, in writing within seventy-two (72) hours, of his/her intent to return to work at Riverview Schools, and shall return to work within ten (10) working days from the date the notice of intent to return to work is given to the District.

B. The Paraprofessional is required to update the employer, in writing, of any change in address or telephone number. The employer will send the recall notice to the address that is on file at the time that a position is available. Failure of a Paraprofessional to respond to the recall

notice in writing and/or report to work per the above timelines will automatically terminate the Paraprofessional's employment.

C. Paraprofessionals laid off shall be eligible for recall for a period of time equal to their seniority or a two (2) year period, whichever is the shortest.

D. In the event a Paraprofessional is laid off during a non-work period, i.e., summer, etc., and is subsequently recalled so as to not miss any scheduled work during that school year, the amount of the unemployment compensation received for the non-work time shall be deducted from the Paraprofessional's earnings upon returning to work. The intent is to not have individuals, who may be laid off but recalled without missing work, receive greater total compensation than would be received from working their normal job.

ARTICLE V - FILLING OF VACANCIES

Section 1 Vacancy Determination and Filling

In the event a Paraprofessional position becomes vacant, the administration will first determine whether the need exists to maintain the same number of Paraprofessional positions.

When a determination has been made to fill the open position, it shall be posted for a period of five (5) calendar days, with the first day commencing on the date of the posting. The position shall include the job description and the qualifications for the position as determined by administration. It is recognized that qualifications for positions may change from time to time as the requirements of the position dictate. If a current employee is in a position for which the qualifications changed and the individual cannot meet the new qualifications, the displaced employee may bump to a position for which she is qualified based on her seniority being used to bump a less-senior individual.

Should an opening exist during the summer or other vacation periods, administration may, at its discretion, elect to delay the posting procedures until Paraprofessionals have returned to their assigned work schedule. If administration determines to fill a position during the summer or other vacation period, the posting shall be mailed to each Paraprofessional at the address provided to the administration and the position shall remain open for fourteen (14) calendar days, with the first day commencing on the date of the mailing.

Interested Paraprofessionals shall submit a letter of interest by 4:00 P.M. of the fifth (5th) or fourteenth (14th) day, whichever is applicable.

The qualifications for the position posted will be uniformly applied to all candidates for the position. The position will be awarded to the most senior qualified employee, as determined by administration, who has expressed interest in the position.

Section 2 Trial Period

The first forty-five (45) workdays in a new position is considered a trial period. During this period the administration will assist the employee in adapting to the new assignment and will provide progress reports. If, during the trial period, the administration determines that the employee is unable to perform the duties of the new assignment, or if the employee so requests, the employee shall be returned to her previous position. A substitute may be used in the vacated position during the trial period.

Section 3 New Positions

When the administration determines the need exists to create a new position or modify an existing position, the Paraprofessionals will be notified. The administration will provide the Paraprofessionals with the job description and qualifications for the new or modified position. The job will be posted in a manner similar to that utilized when a vacancy is filled.

ARTICLE VI — CLASSIFICATIONS

Section 1 Defined

Assignments within the Paraprofessional Association are divided into the following classifications:

- Class A – At-Risk, Science Lab, Special Education, and Title I
- Class B – Media Center
- Class C – Food Services

Section 2 Qualifications

Existing Paraprofessionals will be responsible to meet the definition of “highly qualified” as set forth in the No Child Left Behind Act. All new hires, regardless of position assignment, must be “highly qualified” as defined in the No Child Left Behind Act. The definition of “highly qualified” is set forth in Appendix E.

Class A – Paraprofessionals shall meet the qualifications stated above.

Class B – Paraprofessionals shall meet the qualifications stated above. In addition, all candidates must pass the district-approved Media Center Paraprofessional test to qualify for a Class B Media Center Paraprofessional assignment.

Class C – Paraprofessionals shall meet the qualifications stated above. In addition, all candidates must possess the qualifications specific to Food Services Paraprofessionals.

ARTICLE VII - POSITION ASSIGNMENT

The Paraprofessional assignment shall be determined by administration. The teacher to whom a Paraprofessional is assigned shall be largely responsible for the day-to-day determination of job responsibilities. In the event of a change in the teacher's assignment, administration shall determine assignment of the Paraprofessional. Administration may change a Paraprofessional's position assignment due to district needs and/or difficulties a Paraprofessional may be having.

ARTICLE VIII - SICK DAYS/PERSONAL BUSINESS

Section 1 Sick/Personal Days

Paraprofessionals shall be allocated five (5) sick days and two (2) personal business days per year. One (1) personal day per year must be used during the Christmas or the Spring break. Employees starting after the beginning of the school year shall have the number of sick days available pro-rated.

Sick days may only be used for personal illness or personal medical situations and may not be used for vacation, recreational activities, or outside employment.

Any unused sick days may accumulate to a total of fifteen (15) days with all accumulated days available for use as sick days only. There will not be any pay for unused days.

Section 2 Notification of Absence.

Paraprofessionals must notify the administration of your absence prior to 7:00 a.m. of the day the Paraprofessional is absent to be eligible for benefits under Section 1.

ARTICLE IX- JURY DUTY

Paraprofessionals shall receive full compensation during time off while serving on jury duty provided any compensation received from the courts, except for mileage, is reimbursed to the district.

ARTICLE X - INCLEMENT WEATHER DAYS

In the event the Superintendent of Schools closes school due to inclement weather or inability to use a building, and Paraprofessionals are either sent home or told not to report for work, they will be paid for their regularly scheduled hours on such days. If make-up days are required beyond the scheduled work year, the Paraprofessional will be required to work the make-up days at no cost to the district. If the employee is off work on a non-compensated basis, he/she will not be paid for his/her regularly scheduled hours on such inclement weather days.

ARTICLE XI - BEREAVEMENT DAYS

Bereavement days are only provided for deaths which fall during the period of time beginning with the initial Paraprofessionals' work day of the school year and ending with the last work day of the school year, subject to the following additional conditions. The appropriate number of days indicated below are only available for possible usage during the time period as defined.

Time Period

Consecutive days shall be determined by the employee within the time beginning with the day of the death of the relative and continue to midnight of the last day of the appropriate allocation for a given relative. If Saturday, Sunday, holiday or vacation days should fall during the defined time period, some or all of the allocated days will be lost to the employee since they are not required work days during the defined time period. Bereavement days are not cumulative and are not limited to one (1) occurrence per relative type. There will not be any pay for bereavement days not used or payment for bereavement days in addition to the employee's regular pay.

Allocated Days

5 days: Employee's spouse or child

3 days: Employee's immediate family defined as: employee's mother, father, brother, sister, grandchildren

2 days: Other immediate family (employee's aunt, uncle and grandparents as well as the employee's current mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law).

Employees must complete the form in Appendix D.

ARTICLE XII – HOLIDAYS

Paraprofessionals shall be paid their regular wages for Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Years Day, Good Friday, and Memorial Day.

ARTICLE XIII – COMPENSATION AND BENEFITS

Paraprofessionals who work at least thirty (30) hours per week and complete five (5) full years of service with the district, will receive a five hundred dollar (\$500.00) stipend to be used toward the purchase of hospitalization, dental or vision insurance, or may receive an annual cash payment that may be placed in a tax sheltered annuity.

ARTICLE XIV - TRANSPORTATION OF STUDENTS

Paraprofessionals shall not be required to transport students without being accompanied by another adult.

ARTICLE XV - ADMINISTRATION OF MEDICATION

When requested by administration, Paraprofessionals will administer medication pursuant to the established policy of the district.

ARTICLE XVI - LIABILITY INSURANCE

Each employee, while acting within the scope of his/her official duties and Board policy, will be covered by the provisions of the school district's liability insurance policy.

ARTICLE XVII - ASSAULT UPON AN EMPLOYEE

Any case of assault upon an employee shall be promptly reported to the Board. For any such assault which occurs during the performance of official duties, and within the scope of Board policy, the Board will advise the employee of his/her rights and obligations with respect to such assault. Moreover, the employee will not suffer any loss of wages for an absence due to injuries sustained from said assault up to the time he/she qualifies for workers' compensation. However, if such workers' compensation benefits are made retroactive, the Board shall recover all wages paid during the period of retroactivity.

ARTICLE XVIII - WORKERS' COMPENSATION

Paraprofessionals incurring service connected illness or injury will be provided workers' compensation benefits in accordance with the Worker's Compensation Act of Michigan, Act #10, P.A. of 1912 as amended.

ARTICLE XIX – PERSONNEL FILE

Individual administrators may maintain a “working file” on the employees and keep whatever items deemed appropriate by that administrator in that file and this “working file” shall not be subject to the rights and restrictions mentioned in this Article. The official personnel file shall be the file maintained in Central Office.

No official report or derogatory statement about an employee shall be considered part of an employee's personnel file unless such employee is sent a dated copy. The employee shall have the right to submit a response to the report or statement. Every employee has a right to review the contents of their personnel file.

ARTICLE XX – EVALUATION

All Paraprofessionals shall be evaluated each year in writing. Paraprofessionals shall be notified 24 hours in advance of any observation/visitation. Evaluations shall be conducted by the Paraprofessional's immediate supervisor, and/or an administrator who is competent in the subject matter being evaluated, and/or an administrator designated by the Superintendent. The evaluation shall be summarized in writing, signed by the evaluator(s) and employee, and copies distributed to the employee and Central Office personnel file.

ARTICLE XXI - GRIEVANCE/ARBITRATION

GRIEVANCE

Section 1 Definition of a Grievance

A grievance is defined to be a claim by any member of the Association or the Association, based upon an alleged violation of the expressed provisions of this Agreement. The grievance and arbitration procedure shall not be applicable where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.

Section 2 Grievance Procedure

Step 1. Any member of the Association or the Association, believing there has been a violation of any specific provision of this Agreement, must first discuss informally the alleged violation with their building administrator. The member may involve an Association representative at this and all subsequent steps. They shall request the Step One conference within five (5) working days of the alleged violation or within five (5) working days of the time the grievant knew of or should have known of the alleged violation. Working days are defined as days any Association member is scheduled to work and/or, during the summer vacation period, days the Board of Education offices are open for business. The conference must be scheduled within five (5) working days from the date of the request. The building administrator is not required to respond in writing at this level but may if he so desires. Any written response to the grievant by the building administrator must be within five (5) working days following the conference date.

Step 2. In the event the grievant is not satisfied with the disposition of the grievance at Step One, the grievant shall within ten (10) working days after the conference in Step One or within ten (10) working days after receipt of the written response in Step One, whichever is applicable, file the grievance in writing, using the form attached as Appendix C. The grievance must clearly state the dispute, the provisions allegedly violated, stipulate the requested relief and the grievant must sign and date the grievance form. Within five (5) working days of receipt of the grievance, the building administrator shall hold a conference, if requested, with the individual signing the grievance. The building administrator shall respond in writing to the grievant within five (5) working days following the conference.

Step 3. In the event the grievance is not resolved at Step Two or if no disposition has been made within five (5) working days of the conference in Step Two, the Association shall submit, within ten (10) working days after the response from the building administrator is due, a written appeal to the Superintendent of Schools. Within five (5) working days after receipt of the grievance, the Superintendent of Schools or his designee shall hold a conference, if requested, with the grievant. The Superintendent of Schools or his designee shall render a decision in writing within five (5) working days following the conference and shall provide a copy to the grievant.

Step 4. In the event the Association is not satisfied with the disposition at Step Three, and it wishes to proceed to arbitration, it shall, within ten (10) working days, submit a letter to the Superintendent of Schools of its intent to go to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator within five (5) working days of receipt of the notice of arbitration, the parties shall submit the matter to the Federal Mediation and Conciliation Service in accordance with its rules, which shall govern the arbitration proceedings.

ARBITRATION

The arbitrator so selected shall hear the matter promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or from the date the final briefs, statements, or proofs are submitted to him. The arbitrator's decision on grievances shall be binding and be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

The administration and the Association shall not be permitted to assert in the arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party if requested by the party. The arbitrator, the Association or the administration may call any person as a witness in any arbitration hearing and each party shall be responsible for the expenses of the witnesses they may call. The costs for the services of the arbitrator including expenses, if any, shall be borne by the non-prevailing party. In making the award, the arbitrator shall designate the non-prevailing party if possible, otherwise, the costs shall be borne by the parties equally.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement or any written amendments hereof, or to specify items of a new Agreement, or to substitute his discretion for that of the parties, or to arbitrate policies or practices of the Board not covered by this Agreement.

Section 3 **Time Limits**

The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. In the event the administration fails to answer within the time limits provided in any step of the grievance procedure, the grievance will be deemed to be denied and the grievant may automatically go to the next step within the time limits set forth. If the Association member or the Association fails to appeal a grievance to the next step within

the specified time limits, the last answer received shall be considered as final settlement of the grievance.

ARTICLE XXII - REIMBURSEMENT OF EXPENSES

Paraprofessionals shall be reimbursed for mileage at the rate established for other employee groups for travel authorized by administration. Other actual and necessary expenses authorized by administration will be reimbursed. All reimbursement requests must be submitted on the designated district form, signed by the employee, administrator, and containing all appropriate information and account numbers.

ARTICLE XXIII - WAGE SCALE

The wage scales shall be set forth in Appendix B.

ARTICLE XXIV – WORK YEAR

Class A Paraprofessionals will work the student calendar + 2 days during the school year. Class B Paraprofessionals' work year will follow the teachers' calendar. Class C Paraprofessionals will work the student calendar + 3 days during the school year.

Paraprofessionals will not work Parent-Teacher Conferences nor will comp-time be allowed for conferences.

ARTICLE XXV – RESIGNATION

Once a resignation has been accepted and processed by the Personnel Office it cannot be rescinded. If ever rehired the employee would start as a new employee at the bottom of the seniority list.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives to become effective this date:

October 11, 2011
DATE

BOARD OF EDUCATION OF THE RIVERVIEW
COMMUNITY SCHOOL DISTRICT

By: Robyn Vitale
President

By: James Wellman Kluwe
Secretary 10-11-2011 Tuesday

RIVERVIEW PARAPROFESSIONALS

By: Laura Wales
Chairperson

By: Patricia Nickes
Co-Chairperson

APPENDIX A

PARAPROFESSIONAL SENIORITY LIST

EFFECTIVE SEPTEMBER 2011

<u>Name</u>	<u>Service Credits Earned</u>
Walls, Laura	178
Norris, Karen	172
Baltzell, Sharon	166
Berkholz, Susan	138.5
Gabrish, Linda	121
Mauritho, Pamela	120
Wielusz, Janice	111
Nickles, Patricia	100
LoPiccolo, Mary	98
Rasky, Kathleen	96
Moffett, Linda	90
Hollow, Joyce	80
Jones, Tina	71
Doherty, Dolores	69
Goudeaux-Stanley, Tamara	65
Beard, Erin	64
Malcomson, Donna	61
Chambers, Kelly	58
Morris, Judy	50
Robinette, Mary	49
Davis, Laura	32.5
French, Rayna	31.5
Naif, Amy	27
Kulaszewski, Stacy	23.5
Lahiff, Donna	15
Hotea, Tammy	10.4
Reeves, Nuzly	9
Warlick, Kristy	9
Stuart, Linda	4.5

APPENDIX B
WAGE SCALES

	2011-2012, 2012-2013, 2013-2014		
	Starting Rate	After One Year	After Two Years
Class A: At-Risk, Science Lab, Special Education, Title 1	10.2	11.01	11.87
Class B: Media Center	10.2	11.01	11.87
Class C: Food Services (CTE)	10.2	11.01	11.87

All Bargaining Unit Members Hired After September 1, 2011 are frozen at \$10.20 rate.

APPENDIX C

Grievance No. _____

Name of Grievant

Date Grievance Occurred

STEP II

Alleged Violation: Article _____ Section _____ Page _____

1. Statement of Grievance _____

2. Action Requested (Relief Sought) _____

Signature of Grievant

Date Grievance Submitted

Signature of Principal or
Designee Receiving Grievance

Time and Date of Receipt of
Grievance by Principal or Designee

STEP II

Disposition of Grievance by Principal _____

Grievance Denied or Accepted (Cross out one which does not apply)

Signature of Principal

Date Grievance acted upon by
Principal

Signature of Grievant or
Designee

Time and Date Grievant or Designee
Received Principal's Reply

STEP III

Response of Grievant to Principal's Position _____

Signature of Grievant

Date of Grievant's Response

Signature of Superintendent or
Designee Receiving Grievant's
Response

Time and Date Grievant's
Response is Received by
Superintendent or Designee

Disposition of Grievance by Superintendent

Grievance Denied or Accepted (Cross out one which does not apply)

Signature of Superintendent of Schools

Date Grievance Acted Upon
By Superintendent

Signature of Grievant or Designee Indicating
Receipt of Superintendent's Decision

Time and Date Grievant
Received Superintendent's Reply

STEP IV

Response of Grievant to Superintendent's Position _____

Signature of Grievant

Date of Grievant's Response

Signature of Board's Representative
Receiving Grievant's Response

Time and Date Grievant's
Response Received By
Board's Representative

APPENDIX D

BEREAVEMENT DAY REQUEST FORM

Individual who passed away _____

Relationship of the deceased to you _____

Date of Death _____ Date of Funeral _____

Name and Location of Funeral Home where services were held _____

Time and Date you were informed of the funeral:

Time: _____ Date: _____

Specific day(s) you are requesting as Bereavement days:

_____	Day	_____	Date
_____	Day	_____	Date
_____	Day	_____	Date
_____	Day	_____	Date
_____	Day	_____	Date

Requests for use of Bereavement days are to be sent to the personnel office within seven (7) calendar days of the funeral.

(FOR OFFICE USE ONLY)

Number of Bereavement Days Authorized _____

Dates of Authorized Days _____

Comments

Date

Authorized Signature