

WEBBERVILLE COMMUNITY SCHOOLS

Working Agreement

FOR

WEBBERVILLE PARAPROFESSIONAL

&

CHILDCARE WORKERS

(Ratified August 25, 2014)



PARAPROFESSIONAL & CHILDCARE GIVER AGREEMENT

THIS AGREEMENT, made and entered into this August 25, 2014 by and between the Webberville Community Schools Board of Education, party of the first part, and hereinafter termed the "**Board**", and Paraprofessional and Child Care Workers, party of the second part, and hereinafter termed the "**Paraprofessionals**."

ARTICLE I Recognition

Section 1-1

The Board reserves the right to revise the job descriptions and the right to abolish, create or reorganize positions.

Section 1-2

The term "Board" when used in this Agreement shall refer to the Webberville Community Schools Board of Education and its administrative employees and agents. The term "employee" shall be utilized to refer to members of the paraprofessional group.

Section 1-3

A "full time" employee is an employee who is regularly scheduled to work at least 40 hours per week.

Section 1-4

A "probationary" employee is an employee who has not completed one hundred seventy-five (**175**) actual working days in the school district. Work performed as a substitute will not be counted. Days when an employee is absent or does not work the entire scheduled working day shall not count toward completion of the 175 working day probationary period.

ARTICLE II Rates of Pay and Fringe Benefits

Section 2-1

Attached hereto and marked "**Schedule A**" is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that Schedule A and the contents thereof shall constitute a part of this agreement.

Section 2-2

A full-time employee qualifies for life insurance and long-term disability during the months employed. The Board of Education will be the policy holder.

Section 2-4

Pay periods shall be every two weeks during the year.

Section 2-5

It is acknowledged that the Childcare Director can perform the same work assigned to Childcare Givers. Also, it is acknowledged that teachers can perform the same work of paraprofessionals. However, the intent of this acknowledgement is not to transfer work currently assigned to Childcare Givers or Paraprofessionals. This acknowledgement merely recognizes that there is not a clear distinction between the work a Childcare Director and Childcare Giver performs. Also, there is not a clear distinction between the work a classroom teacher performs and a classroom paraprofessional performs.

Section 2-6: Act of God Days

On scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities, school year employees will not report to work or be paid for that day, unless directed to report to work by his/her immediate supervisor. Unless directed otherwise, such employees shall work on the reschedule day(s) of student instruction during the same school year which are established by the school district and will be paid at their regular hourly rate of pay. This section shall not be construed as prohibiting the Board from changing employee work schedules or as guaranteeing the number of work days.

ARTICLE III

Work Schedules and Overtime

Section 3-1: Work Week

Work assignments shall recognize the principle of the forty-hour week, and a five consecutive day week. However, this shall not be construed as constituting a guaranteed number of hours or days per week or as restricting the Board's right to employ employees on a part-time basis. All work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate. Para-pros will be given the option to work their regular schedule regardless of whether their assigned student is present or not. During a long term absence (three or more days) the para-pro will not work and will not be compensated.

Section 3-2: Work Day

An employee' days and hours of work shall be scheduled by the Employer. Employees shall be given reasonable advance notice of their work schedules. The Employer will provide at least two (2) weeks advance notice of an indefinite change in an employee's work schedule.

Section 3-3: Lunch and Rest Periods

Lunch periods shall be thirty (30) minutes in length and may be optional for the employee with the approval of their building principal. The option of having a lunch period or not having a lunch period must be requested by the employee when schedules are made for the upcoming school year. Employees will be paid for working during lunch periods including when an employee who normally takes a lunch period, is required to cover for another paraprofessional during his/her normal lunch period. The Board will provide two (2) 15 minute breaks for full-time employees.

Section 3-4: Overtime

All overtime must be authorized and approved in advance by the employee’s supervisor except when an employee’s work requires the employee to be with a member past the scheduled hours of work.

Section 3-5: Court Appearances

An employee who is required to testify in a case or hearing as part of their job duties shall be paid at the regular hourly rate for all regularly scheduled working time lost in connection with such case or hearing, provided the employee is not an adverse party in such proceeding.

Section 3-6: Extended Hours

The employer shall not require a part-time employee to work more than forty (40) hours per week during any period of three (3) consecutive weeks unless the employee agrees to such extended hours.

Section 3-7 Holidays

A. Effective July 1, 2005, working agreement employees will be paid for hours they would otherwise have been scheduled to work, at their regular straight-time hourly rate, for the following holidays (or days designated for observance of the holidays):

- New Year’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Good Friday
- Memorial Day

B. When recognized holidays fall on a Saturday or Sunday, it may be celebrated on the last regular business day preceding the holiday or the next business day following the holiday, at the option of the Employer.

C. In order to be eligible for paid holiday benefits, an employee must satisfy the following eligibility requirements:

1. The employee has completed the probationary period as of the date of the specified holiday.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked the employee's full scheduled work day after each specified holiday, unless the employee is on approved paid leave, or approved vacation.

D. When one of the specified holidays falls within an eligible employee's approved vacation period, the employee will not be charged a vacation day for the designated holiday.

E. Employees who work any of the specified holidays shall receive holiday pay for which they are eligible, in addition to the premium payable in accordance with other provisions of this Agreement.

F. Members are expected to work on Good Friday when students are scheduled in class.

ARTICLE IV

Other Conditions of Employment

Section 4-1

- A. The employees shall have the right to use school building facilities at times when no Paraprofessionals/Childcare Givers are on regular duty. Authorization shall be obtained from the building principal before a building facility may be utilized.
- B. Miscellaneous:
1. The use of school mail boxes for working agreement business of the organization.
 2. A bulletin board for employee use will be provided.
 3. The bulletin board shall not be used for political announcements for public office.
 4. Requests for use of other school equipment shall be made of the building principal in advance of the utilization. However, requests may not always be granted.

Section 4-2

Working Agreement representatives shall not engage in conduct which disrupts School District operations or interferes with performance by an employee of his/her assigned duties or responsibilities.

The Working Agreement members shall have the right to examine payroll records pertaining to the computation of compensation of any Paraprofessional/childcare giver whose

pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the employee involved shall give his/her consent in writing for the opening of his/her personnel file.

Section 4-3

In the event of an open position which the Board determines to fill, such vacancy shall be posted or e-mailed at least five (5) days prior to permanently filling the position. The Board will consider any interested applicant. (Policies 4111 & 4120)

Section 4-4

The Working agreement cannot conflict with existing Board policy.

Section 4-5

Employees shall report promptly to the building principal or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

Section 4-6

In case of a vacancy in a Paraprofessional/Child Care Giver position of which it is the intention of the Board to fill with a regular employee, or in the absence of a Paraprofessional/Child Care Giver, a substitute shall be employed to fill the open position on a temporary basis if available. If no substitute is available, regular Paraprofessional/Childcare Givers may be required to work additional hours at their regular wage rate to complete the work assigned to the vacant position.

Section 4-7

As per Board policy, new employees will be required to go through the criminal history check at their own expense.

Section 4-8

Employees may be required to have a medical examination. If required, the cost will be paid by the Board of Education. To receive payment, a receipt from the doctor must be presented. The frequency of the medical examinations shall be at the discretion of the Board. Further, the Board reserves the right to name a specific medical doctor in specific instances.

Section 4-9 NCLB

Paraprofessionals must meet the certification requirements as required by the No Child Left Behind Act starting January 2006. Failure to meet these requirements will be cause for immediate dismissal. (Policy 4120: M.C.L.A. 37.2101 et seq., 380.1230/20 U.S.C. 6319)

Section 4-10

A newly hired employee is considered probationary for the first school year (September-June) one hundred seventy five (175) days of his/her employment. The Board may replace a probationary employee any time during the probationary period. A probationary

employee is not eligible for any paid personal business days, paid sick days, or paid holidays until probationary period is completed.

Section 4-11

All non-teaching employees are to fill-out time sheets. These must be signed by respective supervisors/directors by noon on Thursday. Time is to be recorded daily. Any additional time must be indicated in fifteen (15) minute blocks. No employee may work overtime without prior permission of his/her supervisor/director.

Section 4-12

A daily work schedule will be developed by the building administrator as per the job description for the various paraprofessional/childcare giver positions. Input from the paraprofessionals and child care workers will be considered. Employees are subject to assignment and transfer at the discretion of the school administrator as per Board of Education Policy. Also, a teacher has the right to refuse a paraprofessional if, in their judgment, this paraprofessional would not further the educational benefit to the students either because of a lack of skills, knowledge, or compatibility to work effectively with either the students and/or the teacher. If a paraprofessional is refused by the teacher, it would be the intent of the building administrator to appropriately place the paraprofessional if such position is available and find another paraprofessional who meets the expectations of the classroom teacher and/or building principal. The goal would be to not lay-off a paraprofessional if possible but to find a potential switch to keep all members. (Policy 4111)

Additional Requests:

Section 4-13

Paraprofessionals/Childcare workers, who are required to receive special training related to their job duties, will be paid for hours spent in training at their normal hourly rate. Time spent in training sessions that occur during a non-working day (i.e. Saturday), will be paid at the employee's regular hourly rate unless it causes the employee to exceed 40 hours during the work week. All training must be pre-approved by the Building Principal and/or Superintendent.

**ARTICLE V
Leaves of Absence**

Section 5-1 Sick Leave of Absence

Sick leave of absence, as prescribed in paragraph A below, may be granted for the reasons listed in paragraphs B, C, and D.

A. Sick Leave.

After the probationary period, Sick leave will be granted on prorated bases at a rate of one (1) day per month worked. The days may accumulate up to 18 days. Upon termination, all accumulated sick days will be forfeited and unpaid.

- B. Personal Illness. A written statement may be required from the attending physician in cases of an injury or illness that keeps a Paraprofessional/childcare giver from work for five (5) or more consecutive working days or in the event of a pattern of absenteeism.
- C. Sick days can be used for family illnesses.
- D. When an employee is returning from a leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.
- E. In the event of continued summer employment, sick time will accumulate at the same rate for a regular full time paraprofessional.
- F. A Paraprofessional/childcare giver may upon prior approval from the Board or its representative be granted use of up to two days of paid sick time each school year to chaperone or participate in a school related event or activity with their child or grandchild. The employee shall put in the request 10 days prior to the event or if 10 days notice was not available, as soon as possible, and the Board or its representative shall notify the employee of the decision 8 days prior or within a day of the request if less than 10 days were available.

Section 5-2 Unpaid Health Leave of Absence

- A. Any Paraprofessional/childcare giver with one (1) year seniority or more, whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. The one (1) year maximum period shall begin to run on the first day the employee was absent due to the personal illness. Further extensions may be granted at the will of the Board. Upon return from leave, an employee may be assigned to the same or a similar position.
- B. Whenever a leave of absence is granted as described, an employee must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system. The Board reserves the right, at its option, to require employees to be examined by a doctor of the Board's choice.

Section 5-3 Unpaid Parent Leave of Absence

Unpaid parental leave (including adoption) shall be granted and shall not exceed ninety (90) working days. The duration of the leave is to be agreed upon between the support personnel

employee and the Board at the time of the request. Further extensions may be granted at the will of the Board. The support personnel employee, upon termination of leave, may be assigned to the same or similar position. This shall be considered a "voluntary leave" under this agreement.

Employees qualifying for maternity leave shall receive sick leave benefits for which they are qualified. Sick leave shall be limited to the period the employee is physically unable to work due to a pregnancy related disability.

Section 5-4 Unpaid Leave of Absence

The Board may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a "voluntary leave." General conditions pertaining to unpaid leaves shall be as follows:

- A. Application for leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in cases of emergency.
- B. Seniority shall remain unbroken and shall continue to accrue during unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this agreement shall accrue during unpaid leaves.
- C. All requests for unpaid leaves shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
- D. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in cases of emergency), a unit member must notify the Board in writing of the request for an extension, giving the ending date of the extension. The Board will notify the unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.
- E. When an employee is returning from an unpaid leave connected with personal illness or disability, the Board reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Board shall also have the right to have the employee examined by a Board selected physician, psychiatrist, and/or psychologist at the Board's expense.

Section 5-5 Family and Medical Leave

- A. Upon request, the Board shall grant a leave of absence to any employee who is eligible for leave pursuant to the Family Medical Leave Act (F.M.L.A.) for the following reasons:

1. The serious health condition of the employee; or
2. The serious health condition of the employee's immediate family member as outlined in the law; or
3. The birth of a child; or
4. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

- B. Upon return from the leave, the employee may be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours if available, and other terms and conditions of employment.
- C. The Board shall have the option of first requiring the use of paid sick leave during the leave. The remainder of any leave time will be unpaid.
- D. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- E. Seniority shall continue to accrue during the leave.
- F. The employee may, with administrative approval, have the right to take the leave on a reduced or intermittent schedule as outlined in the law.
- G. The employee shall provide the Board at least thirty (30) calendar days written notice of the request for the leave when the need is foreseeable. It will include the reason for the request; the expected beginning date; the expected ending date.
- H. Nothing in this article shall reduce any rights or benefits an employee or employer would otherwise be entitled to under the Family and Medical Leave Act.

Section 5-6 Bereavement Leave of Absence

- A. Funerals in the immediate family. A maximum up to three (3) days pay may be granted at the time of death when needed in case of death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the employee principally is responsible for financial and physical care.

- B. Funerals outside the immediate family. One (1) day without pay may be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.

Section 5-7

Employees who wish to verify their leave time may do so at any time by making an appointment with the personnel office.

ARTICLE VI Grievance Procedures

Section 6-1

An employee or group of employees may file a grievance alleging a violation or misinterpretation of any provision of this agreement. All parties to a grievance shall identify themselves.

Individual employees may present a grievance and have it adjusted if the adjustment is consistent with the terms of this agreement.

- A. Informal procedure: The following step shall be oral and within the time specified:
 - 1. Any Paraprofessional/childcare giver or group of Paraprofessional/Childcare Givers believing there is a violation as stated above shall discuss same with their building principal or supervisor, within ten (10) working days from the alleged violation.

 - 2. If the decision of the immediate supervisor is not satisfactory, the Paraprofessional/childcare giver or group of Paraprofessional/childcare givers may file a written grievance within ten (10) working days of the Principal or supervisor's decision under the formal grievance procedure.

Failure to file a written grievance shall be deemed acceptance of the decision of the principal or supervisor.

B. Formal grievance procedure: Written grievances shall contain the following information:

1. A concise statement of the facts alleging the violation.
2. The specific section of this agreement, which is alleged to have been violated.
3. The relief requested.
4. The signature or signatures of all of the grieving parties.

A grievance may be rejected if it does not contain the aforementioned information. Rejection of a grievance shall not result in an extension of the timelines for filing a grievance.

C. Steps to be followed:

1. If the decision of the Principal/Supervisor is unsatisfactory to the grieving Paraprofessional/childcare, he/she shall file a written grievance to the Superintendent within ten (10) days after the decision of the Principal/Supervisor. Within ten (10) days of receipt of a grievance, the Superintendent shall schedule a meeting. Within ten (10) days of the meeting on the grievance, the Superintendent shall render a decision in writing, transmitting a copy to the grieving Paraprofessional/childcare giver or Paraprofessional/Childcare Givers.
2. If the decision of the Superintendent is unsatisfactory to the grieving paraprofessional/childcare giver, he/she shall file a written grievance to the Personnel Committee of the School Board within ten (10) days after the decision of the Superintendent. Within ten (10) days of receipt of a grievance, the Personal Committee of the School Board shall schedule a hearing. Within ten (10) days of the hearing on the grievance, they shall render a decision in writing, transmitting a copy thereof to the grieving Paraprofessional/childcare giver or Paraprofessional/Childcare Givers, and filing a copy in a permanent file in the Superintendent's office.

ARTICLE VII

Seniority

Section 7-1

- A. There shall be two separate classifications: paraprofessionals and childcare givers. Seniority shall be based upon classification and shall be defined as length of service in the classification. If an employee transfers from one of the aforementioned classifications to another classification, his/her seniority in the classification from which he/she transfers shall be frozen. Accumulation of seniority shall commence upon the first day of performing unit work. All seniority shall be forfeited when the employee resigns, retires, dies or is terminated. However, if the employee returns to the unit classification, he/she shall maintain the seniority he/she had the time of his/her transfer out of the unit.
- B. Paraprofessionals and Childcare Givers do not have seniority rights over each other. These are two different working classifications.
- C. Probationary employees shall have seniority from their initial date of hire but shall not be entered on the seniority list until completion of their probationary period.

The Board shall prepare and post a seniority list which shall be updated annually.

- D. In the event that there are ties in seniority, the affected employees shall draw lots to determine position on the seniority list.

Section 7-2 Reduction in Personnel, Layoff and Recall

- A. Layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of employees. The parties agree that the intent of this provision is to avoid general reductions in hours among all positions within the classification. However, the parties agree to confer (at the time layoff notices are issued) regarding alternative reducing hours as opposed to the elimination of full-time position(s). The Board reserves the right to select the classification(s) or school in which reduction shall take place.
- B. Employees to be laid off will receive at least five (5) working days written notice of layoff. If the written notice of layoff is provided during the summer months between academic years, employees to be laid off will receive at least five (5) calendar days written notice of layoff.
- C. Layoffs will occur according to the following procedure:

1. Probationary employees within the affected classification(s) of general Paraprofessional/childcare giver shall be laid off first provided the remaining employees are qualified to perform the remaining work.
- D. Notices of recall shall be sent by e-mail and/or mail to the employees last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) work days advance notice of recall the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within a seven (7) day period. Any employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights under this agreement and shall be considered resigned.
 - E. Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or any other benefits under this agreement.
 - F. Paraprofessional/Child Care Giver personnel upon recall shall be reinstated with all rights and benefits they accrued prior to layoff.

ARTICLE VIII

Discipline or Discharge

Section 8-1

- A. The Board agrees not to discharge or suspend any non-probationary employee without just cause. In respect to discharge or suspension, for minor offenses the Board shall give at least one (1) warning notice to the employee in writing mailed to his home address, with a copy to the employee may have an opportunity to make suitable corrections prior to further discipline or discharge. No warning notice need be given to a employee before he/she is disciplined for any of the following offenses which the parties agree constitute just cause for discharge: (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony, (e) falsification of his application for employment, (f) sabotage of school property, or (g) conduct involving moral turpitude.
- B. Discipline or discharge will result if a Paraprofessional/childcare giver:
 - 1 Is insubordinate - refuses to do the work assigned to him effectively.

2. Conducts himself in a manner unbecoming a school employee such as drinking, cursing, being unkempt, stealing, etc.
 3. Is disrespectful to his co-workers, supervisors or the public.
 4. Lacks sufficient competence in his work assignments to do the work satisfactorily.
 5. Is convicted of any felony or circuit court misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage or property of the school district.
 6. Is absent from work without properly reporting his absence as specified in Board procedure or without receiving his leave under the provisions of this agreement.
 7. Falsifies any document relating to his compensation, or that of another Paraprofessional/childcare giver, including but not limited to the application for employment, time sheets, leave of absence cards and vacation request forms.
 8. Fails to give timely notice of intent to return from a layoff or extended leave of absence.
 9. Absence without proper notification
 10. Repeated and/or chronic tardiness
 11. Incompetence in work performance
 12. Employees must establish and maintain proper relationships with students. Accordingly, improper physical contact, mistreatment, or other misconduct directed toward children by an employee will constitute sufficient reason for loss of employment
- C. Discharge shall be in writing, a copy of which shall be given to the employee. Any Paraprofessional/childcare giver may request investigation of his/her suspension or discharge within ten (10) days of the date thereof. If an investigation results in the filing of a grievance, which results in the overturning of the suspension or discharge, pay will be at the regular rate of pay.

ARTICLE IX

Continuity of Operations

The Paraprofessionals and the Board agree that there will be no strike or lockout during the course of this agreement.

ARTICLE XI

Negotiation Procedures

Neither party shall have any control over the selection of the negotiation representatives of the other team. Each side may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Working Agreement, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.

ARTICLE XII

Separability and Savings Clause

If any Article or Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XIII

Loss or Damage

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE XIV

Equipment, Accidents, and Reports

Paraprofessional/Childcare Givers shall immediately report all accidents or injuries to their immediate supervisor. Such reports shall be made on a suitable form furnished by the Board.

Paraprofessional/Childcare Givers will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property in violations of an applicable statute, court- order, or governmental regulation relating to safety of persons or equipment. If he/she does so, such Paraprofessional/childcare giver will be subject to disciplinary action.

ARTICLE XV

Jury Duty

An employee who serves on Jury Duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave.

ARTICLE XVI

Management Rights

The Board retains the sole right to manage the school district including all rights to manage which are not inconsistent with this agreement; the right to decide the number of personnel to be employed within the school district, the right to schedule all operations; the machines and other equipment to be used; the right to establish and change work schedules and to maintain order and efficiency in the school district and in the operations thereof; the right to reassign, transfer, and promote employees and to suspend, discipline and discharge employees for just cause; the right to determine the starting and quitting times; shifts, and the number of hours to be worked; the right to assign overtime and to introduce new and improved methods, facilities, or standards or to change existing methods of facilities; to make Board rules and regulations not in conflict with this agreement. The foregoing rights are by way of illustration only and, in general, all rights and privileges belonging to the Board which are not restricted or abridged by this agreement are reserved to the Board, subject only to the condition that such rights shall not be exercised in any manner which is inconsistent with this agreement.

ARTICLE XVIII
Termination of Agreement

Section 18-1

This agreement shall be in full force and effect as of the date it was ratified by the parties and shall expire June 30, 2015.

Section 18-2

Negotiations for a successor agreement shall commence at least forty-five (45) days before the expiration or amendment date of this Agreement.

BOARD OF EDUCATION OF MEMBERS of the WEBBERVILLE COMMUNITY SCHOOLS

Brian Friddle, Superintendent

Dated: _____

Appendix A:

The hourly rate will be consistent with the 2013-2014 school year.

Contract period is the date ratified, August 25, 2014 to June 30, 2015. Employees will get their regular hourly rate for subbing within their classification. If a paraprofessional subs as a childcare worker, the paraprofessional will receive the paraprofessional rate. If a childcare worker subs as a paraprofessional, the childcare worker will receive the paraprofessional sub rate.